

Sort Date Entries: Descending Ascending

Display Options: All Entries ▼

10/31/2024

Pet Filed in Circuit Ct

Petition; Exhibit 1; Exhibit 2; Exhibit 3; Exhibit 4; Exhibit 5; Exhibit 6; Exhibit 7; Exhibit 8; Exhibit 9; Exhibit 10; Exhibit 11.

On Behalf Of: SJB INDUSTRIAL SUPPLY, LLC

Motion Special Process Server

Request for Appointment of Process Server.

On Behalf Of: SJB INDUSTRIAL SUPPLY, LLC

Associated Entries: 11/06/2024 -

Order - Special Process Server

Filing Info Sheet eFiling

11/05/2024

Summons Issued-Circuit

2411-CC01335_24-SMCC-2726_SUMMONS CIVIL CASE-TO DFT-RES_SMCC_2024-Nov-05_FINAL.pdf

Document ID: 24-SMCC-2726, for WENTZVILLE R-IV SCHOOL DISTRICT SUMMONS SAVED AND ATTACHED IN PDF FORM FOR ATTORNEY TO RETRIEVE FROM SECURE CASE.NET. AMC

Judge/Clerk - Note

SPECIAL PROCESS SERVER CANNOT BE APPROVED AT THIS TIME. BEGINNING MAY 1, 2024, EVERY REQUEST FOR APPOINTMENT OF SPECIAL PROCESS SERVER MUST HAVE AN AFFIDAVIT ATTACHED STATING THE SERVER QUALIFIES PER THE RULE. THE AFFIDAVIT AND NOTICE ARE ON THE COURTS WEBSITE. ALSO NEED THE MOTION FOR SPECIAL PROCESS SERVER FORM FOR OUR COUNTY . AMC

11/06/2024

Affidavit Filed

Special Process Server Affidavit.

Filed By: BRIAN EDWARD MCGOVERN

On Behalf Of: SJB INDUSTRIAL SUPPLY, LLC

Entry of Appearance Filed

Entry of Appearance

Entry of Appearance; Electronic Filing Certificate of Service.

Filed By: TYLER STEVEN MANUEL

On Behalf Of: SJB INDUSTRIAL SUPPLY, LLC

Order - Special Process Server

Associated Entries: 10/31/2024 -

Motion Special Process Server

+

Summons Withdrawn

Document ID - 24-SMCC-2726; Served To - WENTZVILLE R-IV SCHOOL DISTRICT; Server - ; Served Date - 06-NOV-24; Served Time - 15:36:00; Service Type - Special Process Server; Reason Description - Recalled/Withdrawn; Service Text - SUMMONS RECALLED FOR NO SIGNATURE

Alias Summons Issued

SUMMONS CIVIL CASE-TO DFT-RES_SMCC_24-SMCC-2738_S48965_06-NOV-2024_FINAL

ALT DIS RES_FINAL

Document ID: 24-SMCC-2738, for WENTZVILLE R-IV SCHOOL DISTRICT. SUMMONS SAVED AND ATTACHED IN PDF FORM FOR ATTORNEY TO RETRIEVE FROM SECURE CASE.NET. HMB

11/11/2024

Document ID - 24-SMCC-2738; Served To - WENTZVILLE R-IV SCHOOL DISTRICT; Served Date - 11/07/2024; Served Time - 14:54:00; Service Type - SP; Reason Description - SERV; Service Text -SUMMONS SERVED TO BRIAN BISHOP- INTEREM SUPERINTENDENT

Affidavit Special Process Serv

Affidavit of Service upon Defendant; Electronic Filing Certificate of Service.

Filed By: TYLER STEVEN MANUEL

On Behalf Of: SJB INDUSTRIAL SUPPLY, LLC

12/03/2024

Entry of Appearance Filed

Entry of Appearance on behalf of Defendant CLB

Entry of Appearance on behalf of Defendant CLB; Electronic Filing Certificate of Service.

Filed By: CELYNDA L. BRASHER

On Behalf Of: WENTZVILLE R-IV SCHOOL DISTRICT

Entry of Appearance Filed

Entry of Appearance on behalf of Defendant MDM; Electronic Filing Certificate of Service.

Filed By: MANDI DIANE MOUTRAY

Entry of Appearance Filed

Entry of Appearance on behalf of Defendant SMO; Electronic Filing Certificate of Service.

Filed By: SHANNON ORBE

On Behalf Of: WENTZVILLE R-IV SCHOOL DISTRICT

12/09/2024

Motion for Extension of Time

Defendants Consent Motion for Extension of Time to File Answer to Plaintiffs Petition; Proposed Order; Electronic Filing Certificate of Service.

Filed By: MANDI DIANE MOUTRAY

On Behalf Of: WENTZVILLE R-IV SCHOOL DISTRICT

Associated Entries: 12/16/2024 -

Order Granting Ext of Time

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12/16/2024

Order Granting Ext of Time

ORDER FOR EXTENSION OF TIME AS PER MEMO. DGP/gdb

Filed By: DANIEL G PELIKAN

Associated Entries: 12/09/2024 -

Motion for Extension of Time

+

12/31/2024

Judge Assigned

JUDGE DWAYNE JOHNSON IS ASSIGNED TO THIS CASE AS THE DIVISION SEVEN JUDGE PER THE ORDER OF JUDGE ASSIGNMENTS AND INDIVIDUALIZED DOCKET PLAN

01/06/2025

Motion for Extension of Time

Defendants Second Consent Motion for Extension of Time; Electronic Filing Certificate of Service.

Filed By: MANDI DIANE MOUTRAY

On Behalf Of: WENTZVILLE R-IV SCHOOL DISTRICT

01/13/2025

Exhibit A

Electronic Filing Certificate of Service

Defendants Answer, Affirmative Defenses and Counterclaim to Plaintiffs Petition; Exhibit A; Electronic Filing Certificate of Service.

Filed By: MANDI DIANE MOUTRAY

On Behalf Of: WENTZVILLE R-IV SCHOOL DISTRICT

02/11/2025

Cert Serv Req Prod Docs Things

Certificate of Service - Plfs 1st discovery requests dir to Defendant

Certificate of Service - Plfs 1st discovery requests dir to Defendant; Electronic Filing Certificate of Service.

Filed By: BRIAN EDWARD MCGOVERN

On Behalf Of: SJB INDUSTRIAL SUPPLY, LLC

Entry of Appearance Filed

Entry of Appearance; Electronic Filing Certificate of Service.

Filed By: ALEXANDER JAMES LINDLEY

On Behalf Of: SJB INDUSTRIAL SUPPLY, LLC

Answer Filed

Answer and Affirmative Defenses to Counterclaim; Electronic Filing Certificate of Service.

Filed By: ALEXANDER JAMES LINDLEY

On Behalf Of: SJB INDUSTRIAL SUPPLY, LLC

Motion to Strike

Motion to Strike Affirmative Defenses; Electronic Filing Certificate of Service.

Filed By: ALEXANDER JAMES LINDLEY

On Behalf Of: SJB INDUSTRIAL SUPPLY, LLC

Motion to Strike

Motion to Strike Punitive Damages Claim; Electronic Filing Certificate of Service.

Filed By: ALEXANDER JAMES LINDLEY

On Behalf Of: SJB INDUSTRIAL SUPPLY, LLC

04/04/2025

Cert Serv Req Prod Docs Things

Certificate of Service; Electronic Filing Certificate of Service.

Filed By: MANDI DIANE MOUTRAY

On Behalf Of: WENTZVILLE R-IV SCHOOL DISTRICT

05/30/2025

Motion for Sub of Counsel

Entry of Appearance and Substitution of Counsel; Electronic Filing Certificate of Service.

Filed By: REID STEVEN SIMPSON

On Behalf Of: WENTZVILLE R-IV SCHOOL DISTRICT

06/12/2025

Motion for Leave

Plaintiffs Unopposed Motion for Leave to File its First Amended Petition; Exhibit 1; Exhibit 2; Electronic Filing Certificate of Service.

Filed By: ALEXANDER JAMES LINDLEY

On Behalf Of: SJB INDUSTRIAL SUPPLY, LLC

06/24/2025

Order Granting Leave

ORDER GRANTING MOTION FOR LEAVE AS PER MEMO. DJ/gdb

Filed By: DWAYNE ALLEN JOHNSON

Amended Motion/Petition Filed

AMENDED PETITION

**IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI**

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff,

v.

WENTZVILLE R-IV SCHOOL DISTRICT,

Serve: Brian Bishop

Interim Superintendent

280 Interstate Drive

Wentzville, MO 63385

Defendant.

Cause No.

Division

PETITION

COMES NOW Plaintiff SJB Industrial Supply, LLC (“SJB Industrial”), by and through its undersigned counsel, and for its Petition against Defendant Wentzville R-IV School District (“Wentzville School District”) in the above-captioned cause of action, states to the Court as follows:

JURISDICTION AND VENUE

1. Plaintiff SJB Industrial is a limited liability company in good standing with the Missouri Secretary of State with its principal place of business in St. Charles County, Missouri.
2. Defendant Wentzville School District is a political subdivision of the State of Missouri that maintains its principal place of business in St. Charles County, Missouri which consists of approximately twenty two (22) schools, and various administrative buildings.
3. Plaintiff SJB Industrial was first damaged by the actions of Defendant Wentzville School District alleged herein in St. Charles County, Missouri. Further, the parties entered into contracts in St. Charles County, Missouri
4. Jurisdiction and venue are proper in this Court pursuant to R.S.Mo. § 508.010.4.

BACKGROUND

5. On or about May 29, 2019, Defendant Wentzville School District released a Request for Bid (“RFB”) for a three-year contract for custodial supplies, with the option to extend for an additional two years (the “Custodial Supplies Bid”). A true and accurate copy of the Custodial Supplies Bid is attached hereto as **Exhibit 1** and incorporated herein by reference.

6. In response to Defendant Wentzville School District’s May 29, 2019 RFB, Plaintiff SJB Industrial submitted its bid proposal for the Custodial Supplies Bid pursuant to the RFB.

7. On or about June 11, 2019, Hasan Nasufovic, then Director of Custodial Services for Defendant Wentzville School District, sent a correspondence to the Wentzville School District Board of Education (the “Board”) recommending that Plaintiff SJB Industrial be awarded the Custodial Supplies Bid. A true and accurate copy of the aforementioned correspondence is attached hereto as **Exhibit 2** and incorporated herein by reference.

8. On or about June 20, 2019, the Board memorialized its approval of Mr. Nasufovic’s recommendation that Plaintiff SJB Industrial be awarded the Custodial Supplies Bid contract through a consent agenda in the Board minutes. *See* June 20, 2019 Board minutes, pg. 8, a true and accurate copy of the Board minutes are attached hereto as **Exhibit 3** and incorporated herein by reference.

9. On or about March 10, 2021, Defendant Wentzville School District released a RFB for a three-year contract for cleaning chemicals, with the option to extend the contract for an additional two years (the “Cleaning Chemicals Bid”). A true and accurate copy of the Cleaning Chemicals Bid is attached hereto as **Exhibit 4** and incorporated herein by reference.

10. In response to Defendant Wentzville School District’s March 10, 2021 RFB, Plaintiff SJB Industrial submitted its bid proposal for the Cleaning Chemicals Bid pursuant to the RFB.

11. On or about May 13, 2021, Diana Moore, then Director of Custodial Services for Defendant Wentzville School District, sent a correspondence to the Board recommending that Plaintiff SJB Industrial be awarded the Cleaning Chemicals Bid. A true and accurate copy of the aforementioned correspondence is attached hereto as **Exhibit 5** and incorporated herein by reference.

12. On or about May 20, 2021, the Board memorialized its approval of Ms. Moore's recommendation that Plaintiff SJB Industrial be awarded the Cleaning Chemicals Bid contract through a consent agenda in the Board minutes. *See* May 20, 2021 Board minutes, pg. 8, a true and accurate copy of which are attached hereto as **Exhibit 6** and incorporated herein by reference.

13. On or about April 6, 2022, Defendant Wentzville School District released a RFB for the 2022-2023 school year for ware wash, chemical, and 3-compartment sink chemicals (the "Ware Wash Bid"). A true and accurate copy of the Ware Wash Bid is attached hereto as **Exhibit 7** and is incorporated herein by reference.

14. In response to Defendant Wentzville School District's April 6, 2022 RFB, Plaintiff SJB Industrial submitted its bid proposal for the Ware Wash Bid pursuant to the RFB.

15. On or about June 1, 2022, Gwen Doyle, then Director of Child Nutrition Services for Defendant Wentzville School District, sent a correspondence to the Board recommending that Plaintiff SJB Industrial be awarded the Ware Wash Bid. A true and accurate copy of the aforementioned correspondence is attached hereto as **Exhibit 8** and incorporated herein by reference.

16. On or about June 16, 2022, the Board memorialized its approval of Ms. Doyle's recommendation that Plaintiff SJB Industrial be awarded the Ware Wash Bid contract through a consent agenda in the Board minutes. *See* June 16, 2022 Board Minutes, pg. 6, a true and accurate copy of which are attached hereto as **Exhibit 9** and incorporated herein by reference.

COUNT I
BREACH OF CONTRACT (CUSTODIAL SUPPLIES BID)

17. Plaintiff SJB Industrial incorporates all of the preceding paragraphs of its Petition by reference as if set forth fully herein.

18. On or about June 11, 2019, Defendant Wentzville School District announced (via its Director of Custodial Services – Mr. Hasan Nasufovic) that Plaintiff SJB Industrial was being awarded its Custodial Supplies Bid contract for a three (3) year duration with an option to extend for an additional two (2) years. *See Exhibits 2 and 3.*

19. The Custodial Supplies Bid contract covered items such as trash liners, toilet paper, hand soap, roll towels, etc. for use through Defendant Wentzville School District's facilities.

20. Plaintiff SJB Industrial was the lowest bidder at an annual cost of \$276,602.94 amongst a total of nine (9) companies that submitted qualified bids for the Custodial Supplies Bid contract.

21. Upon expiration of the three-year original term of the Custodial Supplies Bid contract around June 2022, Defendant Wentzville School District continued to order supplies covered by this contract and therefore extended the contract for an additional two years through at least June 2024.

22. On October 6, 2023, Mr. Joshua M. Schaffer (then Executive Director of Facilities for Defendant Wentzville School District) sent Plaintiff SJB Industrial the correspondence attached hereto as **Exhibit 10** which notified it that Defendant Wentzville School District would "no longer conduct any form of business with SJB, including but not limited to purchasing supplies, equipment, and repair services." *See Exhibit 10.* There was no jurisdiction for this decision.

23. Given that the Custodial Supplies Bid contract ran until at least June 2024, Defendant Wentzville School District breached the Custodial Supplies Bid contract with Plaintiff

SJB Industrial without cause or good reason. Specifically, plaintiff, SJB Industrial received no notice that the goods and services provided in connection therewith were deficient or non-conforming in any manner.

24. Rather, it appears that Mr. Schaffer acted irrationally and without justification, and solely out of personal animus toward the owner of Plaintiff SJB Industrial (i.e. Mr. Scott Boettler) when making the decision to terminate the Custodial Supplies Bid contract.

25. Plaintiff SJB Industrial has suffered damages as a direct and proximate result of Defendant Wentzville School District's unauthorized breach of its Custodial Supplies Bid contract in the form of the lost profits that it would have earned by virtue of the sale of additional supplies under this contract until its expiration in June 2024.

WHEREFORE, Plaintiff SJB Industrial Supply, LLC respectfully prays this Court enter a Judgment in its favor and against Defendant Wentzville R-IV School District, and award it damages in an amount to be proven to be fair and reasonable in excess of \$25,000.00, for pre-judgment and post-judgment interest at the statutory rate, for its costs and attorney's fees incurred herein, and for such other and further relief as this Court deems just and proper.

COUNT II **BREACH OF CONTRACT (CLEANING CHEMICALS BID)**

26. Plaintiff SJB Industrial incorporates all of the preceding paragraphs of its Petition by reference as if set forth fully herein.

27. On or about May 13, 2021, Defendant Wentzville School District announced (via its Director of Custodial Services – Ms. Diana Moore) that Plaintiff SJB Industrial was being awarded its Cleaning Chemicals Bid contract for a three (3) year duration with an option to extend for an additional two (2) years. *See Exhibits 5 and 6.*

28. The Cleaning Chemicals Bid contract covered items such as glass cleaner, general purpose cleaner, and pH neutral floor cleaner for use through Defendant Wentzville School District's facilities.

29. Plaintiff SJB Industrial was the lowest bidder at a total of \$38,836.20 amongst a total of nine (9) companies that submitted qualified bids for the Cleaning Chemicals Bid contract.

30. On October 6, 2023, Mr. Joshua M. Schaffer (the Executive Director of Defendant Wentzville School District) sent Plaintiff SJB Industrial the correspondence attached hereto as **Exhibit 10** which notified it that Defendant Wentzville School District would "no longer conduct any form of business with SJB, including but not limited to purchasing supplies, equipment, and repair services." See **Exhibit 10**. However, no specific reason or substantiation was provided for this decision.

31. Given that the Cleaning Chemicals Bid contract ran until June 1, 2024, Defendant Wentzville School District breached the Cleaning Chemicals Bid contract with Plaintiff SJB Industrial without cause or any notice that the goods and services provided in connection therewith were deficient or non-conforming in any manner.

32. Rather, it appears that Mr. Schaffer acted irrationally and solely out of personal animus toward the owner of Plaintiff SJB Industrial (i.e. Mr. Scott Boettler) when making the decision to terminate the Cleaning Chemicals Bid contract.

33. Plaintiff SJB Industrial has suffered damages as a direct and proximate result of Defendant Wentzville School District's unauthorized breach of its Cleaning Chemicals Bid contract in the form of the lost profits that it would have earned by virtue of the sale of additional supplies under this contract until its expiration on June 1, 2024.

WHEREFORE, Plaintiff SJB Industrial Supply, LLC respectfully prays this Court enter a Judgment in its favor and against Defendant Wentzville R-IV School District, and award it damages in an amount to be proven to be fair and reasonable in excess of \$25,000.00, for pre-judgment and post-judgment interest at the statutory rate, for its costs and attorney's fees incurred herein, and for such other and further relief as this Court deems just and proper.

COUNT III
BREACH OF CONTRACT (ALL BIDS)

34. Plaintiff SJB Industrial incorporates all of the preceding paragraphs of its Petition by reference as if set forth fully herein.

35. Between approximately May 1, 2023 and October 10, 2023, Defendant Wentzville School District requested and Plaintiff SJB Industrial provided certain custodial and other supplies pursuant to the Custodial Supplies Bid, Cleaning Chemicals Bid, and Ware Wash Bid that it had previously bid and was awarded to become a supplier to the school district.

36. Between these same dates, Plaintiff SJB Industrial also rented certain pieces of industrial equipment to Defendant Wentzville School District at its request and direction.

37. After providing the equipment and supplies referenced above, Plaintiff SJB Industrial sent invoices 4840, 4839, 4549, 4693, 4767, 4795, 4796, 4794, 4801, and 4807 to Defendant Wentzville School District which detailed the precise goods and equipment rentals had been provided to it, true and accurate copies of which are attached hereto as **Exhibit 11** and incorporated by reference.

38. These invoices totaled \$41,818.79 and Plaintiff SJB Industrial has demanded payment for this amount, but Defendant Wentzville School District has failed and refused to pay this amount.

39. Accordingly, Defendant Wentzville School District has breached its contracts with Plaintiff SJB Industrial, and this breach is the direct and proximate result of Plaintiff SJB Industrial's damages.

WHEREFORE, Plaintiff SJB Industrial Supply, LLC respectfully prays this Court enter a Judgment in its favor and against Defendant Wentzville R-IV School District, and award it damages in an amount to be proven to be fair and reasonable in excess of \$25,000.00, for pre-judgment and post-judgment interest at the statutory rate, for its costs and attorney's fees incurred herein, and for such other and further relief as this Court deems just and proper.

COUNT IV

BREACH OF CONTRACT (ALL BIDS)

40. Plaintiff SJB Industrial incorporates herein all of the preceding paragraphs of its Petition by reference as if set forth fully herein.

41. In connection with the Custodial Supplies Bid contract, Cleaning Chemicals Bid contract, and Ware Wash Bid contract between Plaintiff SJB Industrial and Defendant Wentzville School District referenced *infra*, Plaintiff SJB Industrial purchased ancillary items such as dispensing units for these supplies in furtherance of Plaintiff SJB Industrial's performance of the aforementioned contracts.

42. Specifically, Plaintiff SJB Industrial purchased and installed the following dispensing units at schools and other buildings owned and operated by Defendant Wentzville School District for the Custodial Supplies Bid contract:

<u>Item</u>	<u>Number</u>
a. Roll Towel dispensers	3,380

b. Toilet paper dispensers 2,236

c. Hand soap dispensers 4,264

d. Sanitizer dispensers 5,000

43. Further, Plaintiff SJB Industrial purchased and installed the following dispensing units at schools and other buildings owned and operated by Defendant Wentzville School District for the Ware Wash Bid contract:

a. Zep chemical dispensers: 157

b. Warewash pumps: 21

c. 3-sink dispensers: 21

44. Additionally, Plaintiff SJB Industrial provided Defendant Wentzville School District with 14 propane tanks that cost it a total of \$2,099.72.

45. After providing the equipment and services referenced above, Defendant Wentzville School District failed and refused to either provide payment to Plaintiff SJB Industrial or to return the aforementioned equipment to Plaintiff SJB Industrial.

46. Accordingly, Defendant Wentzville School District has breached its contracts with Plaintiff SJB Industrial, and these breaches are the direct and proximate result of Plaintiff SJB Industrial's damages.

WHEREFORE, Plaintiff SJB Industrial Supply, LLC respectfully prays this Court enter a Judgment in its favor and against Defendant Wentzville R-IV School District, and award it damages in an amount to be proven to be fair and reasonable in excess of \$25,000.00, for pre-judgment and post-judgment interest at the statutory rate, for its costs and attorney's fees incurred herein, and for such other and further relief as this Court deems just and proper.

Respectfully submitted,

McCARTHY, LEONARD & KAEMMERER, L.C.

By: /s/ Brian E. McGovern

Brian E. McGovern, #34677

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Town & Country, MO 63017

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Attorneys for Plaintiff



WENTZVILLE SCHOOL DISTRICT

REQUEST FOR BID (RFB)

SIX SPECIFIC CUSTODIAL SUPPLY ITEMS

RFB-C-JUN319-116

Release Date: May 29, 2019

Project Manager: Hasan Nasufovic

Title: Director of Purchasing

Phone #: 363-327-3858 ext. 21327

E-mail: hasannasufovic@wsdr4.org

Bid-Number: RFB-C-JUN319-116

UPLOAD BID DOCUMENT TO VENDOR REGISTRY: June 6, 2019 by 1:00 PM CST

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Bid (RFB) and as modified by any addendum thereto. All Bids must be complete and properly executed by the vendor and received by the date and time noted above to be considered.

This **REQUEST FOR BID** contains the following:

GEN - GENERAL INFORMATION FOR VENDORS/BIDDERS -- The section referred to as "General Information for Vendors/Bidders" contains general information about the District's business and Bid procedures. Not all General Information for Vendors/Bidders will pertain to each bid or proposal, but is provided as information for the current bid and possible future bids.

SPEC -- "SPECIFIC PROJECT SPECIFICATIONS FOR VENDORS/BIDDERS" -- The section referred to as "Specific Project Specifications for Vendors/Bidders" contains information specific to the goods and/or services in the Request for Bid. Specifications are more detailed than the "General Information for Vendors/Bidders".

GENERAL INFORMATION FOR VENDORS/BIDDERS

GEN-1 GENERAL INFORMATION

- 1 To receive this Bid or to be notified of Addendums, Vendors/Bidders MUST register through "VENDOR REGISTRY" at <http://www.wentzville.k12.mo.us> (Departments/Finance & Facilities/Purchasing).
- 2 It shall be the vendor's sole responsibility to insure their Bid Documents have been uploaded to Vendor Registry. Late Bids will be unable to be uploaded through the site.
- 3 Any agreement made with the District and the awarded vendor will be made under the laws of the state of Missouri, and for all purposes shall be construed in accordance with the laws of said state without regard to principles of conflicts of law. The agreement will also require that venue for any disputes arising out of the agreement will be in the Circuit Court of St. Charles County, Missouri.
- 4 Throughout this document the terms "RFP", "RFQ" and "RFB" are to be used interchangeably.
- 5 Throughout this document the term "District" refers to the Wentzville R-IV School District (WSD).
- 6 Listed under "Specific Project Specifications for Vendors/Bidders" are items for which Wentzville RIV School District is seeking Bids for a specified period of time or project.

GEN-2 FINANCIAL ABILITY

1. The District reserves the right to require the successful vendor to file proof of his ability to properly finance and execute the agreement, together with his record of successful completion of similar agreements. The District reserves the right to defer the acceptance of any Bid and the execution of an agreement for a period not exceeding ninety (90) days after the date of opening the Bids.

GEN-3 COMPANY REFERENCES, SUBCONTRACTING AND WARRANTIES

1. The District may request at least three (3) references, preferably educational institutions, whom you have supplied similar equipment and services. The names, titles and telephone numbers of contacts for each reference should be given. Unless you specify otherwise, District officials will be free to contact these references.
2. See Specific Project Specifications for Vendors/Bidders for subcontracting requirements. No subcontracting shall be permitted without prior written approval by the District. In addition, no changes in subcontractors will be permitted without prior written approval by the District.
3. See Specific Project Specifications for Vendor/Bidders for specific warranty requirements.

GEN-4 ADDENDUMS

7. Should the vendor need clarification on stated specifications or has questions of interpretation of any specifications, the vendor shall submit through Vendor Registry any clarification or question by "Request for Additional Information" date listed in the RFB. All responses to questions or clarifications along with any bid addendums will be posted through Vendor Registry.
8. To receive notification of Addendums, Vendors/Bidders MUST register through "VENDOR REGISTRY" at <http://www.wentzville.k12.mo.us> (Departments/Finance & Facilities/Purchasing).

9. It is the vendor's responsibility to verify if any addendums have been brought forth. Vendor must register through Vendor Registry to receive notifications of addendums.
10. All addendums will become part of the Bid document.
11. Should the vendor fail to accurately respond to the specifications of an RFB and/or omit required RFB information, the District reserves the right to disqualify the RFB based on irregularities. It shall be each vendor's responsibility to obtain and verify all the information required on RFB held within, prior to the submission of stated RFB. No objections with regard to the application, meaning, or interpretation of any or all of the specifications and/or the general information will be considered after the closing date and time of this RFB.

GEN-5 BID RESPONSES

See "SPECIFIC PROJECT SPECIFICATIONS FOR VENDORS/BIDDERS" for how to respond to Bid, it will be one of two ways:

1. "Sealed Envelope"
2. "Vendor Registry"

GEN-6 EVALUATION

1. Upon receipt and after opening, all Bids will be evaluated by the District. No decision as to vendor recommendation will be made at the scheduled opening. Additional information necessary to the evaluation process will be requested from the vendor, where appropriate.
2. The District may inspect the vendor's facilities to ensure that the vendor can provide the necessary services specified under this agreement.
3. Sufficient inventory of specified items may be required to be maintained by the vendor during the agreement period in order to meet the requirements of the District. Vendor's commitment to maintain a supply of items currently used by the District may be a consideration when evaluating the Bid.

GEN-7 BASIS OF AWARD

1. The District's policy is to award a Bid based upon the "lowest and responsible" Bid. However, the District will also strive to select equipment, supplies, and services, which best fulfill the District's overall needs. In making the award, the District will take the following factors into consideration:
 - Extent to which services and/or items meet or exceed specifications and function;
 - Vendor's ability to supply all or most items/services required;
 - Vendor's ability to maintain a sufficient supply of items needed by the District;
 - Any prior experience or history between the District and vendor;
 - Financial strength of the company;
 - The price proposed by the vendor;
 - Other factors deemed significant by District officials.
2. The District reserves the right to reject a Bid for any reason; to accept any Bid which it deems to be in its best interest; and to reject all Bids and solicit new Bids. The District reserves the right to waive any technicalities and requirements in this Specifications and Bid Form.
3. The District reserves the right to discontinue any agreement with the vendor by giving written thirty-day notice if circumstances warrant such action. Examples of such circumstances include, but shall not be limited to: budget/financial

considerations; vendor service/product no longer required; and unsatisfactory vendor performance (see GEN-9), etc.

GEN-8 POOR OR NONPERFORMANCE

1. During the term of the contract, the District may terminate the contract for nonperformance, poor performance, late delivery, or other cause. The decision to terminate rests solely with the District and/or its duly appointed representative. In the event of termination, the District shall give the vendor written notice thirty (30) days prior to termination. The District may thereafter procure products or services from other vendors.
2. The vendor takes all responsibility for substandard or defective materials and will replace all items as determined by the District.

GEN-9 DOMESTIC PRODUCTS PROCUREMENT

1. The District encourages its staff to purchase or lease products manufactured, or produced in the United States and for contractors and subcontractors of the District to do the same when providing goods and services to the District.
2. It is also the policy of the District to give preference to commodities manufactured, mined, produced or grown within the state of Missouri and to give preference to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when quality, price and delivery are approximately the same. (Legal Reference Section 171.181 RSMo.)
3. The Board of Education may make awards to local businesses located within the WSD and paying property taxes received by WSD. The WSD Board of Education may grant such local businesses a 2% advantage not to exceed \$500 per invitation. (Financial Operation - Board Policy 3180).

GEN-10 BILLING AND PAYMENT

1. For awarded Bids that require the purchase of "goods", all shipments must be accompanied by a packing list giving a complete description of items, total quantity of items, and total number of containers in the shipment. Packing list should also show District purchase order number, quantity and item(s) shipped along with proper shipping address. The invoice should be sent to 280 Interstate Drive, Wentzville, MO 63385 and include the purchase order number, quantity and item(s) shipped with price(s).
2. Invoice payments are subject to the WSD Board of Education approval and will be made in accordance with WSD payment cycles.

GEN-11 DELIVERY

1. For awarded Bids that require the delivery of "goods", the purchase order will specify delivery requirements.

GEN-12 PRICE

1. Price(s) will be mandated by the RFB specifications and the length that prices will stay in effect will be mandated by the RFB specifications.

GEN-13 COLLUSION CLAUSE

By submission of this Bid, each vendor, anyone signing on behalf of a vendor, and in the case of a joint Bid, each party thereto, certifies under penalty of perjury, that to the best of his knowledge and belief:

1. The prices of this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or competitor; Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and no attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

GEN-14 TAX EXEMPT STATUS

1. The vendor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the vendor which are legally enacted when Bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
2. As set forth in 144.062 RSMo and 144.030 RSMo, contractors who purchase materials and/or supplies "for the purpose of constructing, repairing, or remodeling facilities for" the District are exempt from paying sales tax. The official State Tax exemption certificate will be furnished to the contractor. The quoted phrase was taken directly from the statute.

GEN-15 "OR EQUAL"

1. Whenever material, article or piece of equipment is identified in the specifications by reference to manufacturers' trade name(s) etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform the duties imposed will be considered equal provided the material, article or equipment so proposed is, in the opinion of the Purchasing Office or using department, of equal substance and function. However, in some instances, the District will insist on specific brand names to meet District needs and requirements and will not permit "substitutes" or "or equals."
2. See Specific Project Specifications for Vendors/Bidders for substitution requests.

GEN-16 TOBACCO FREE ENVIRONMENT

1. WSD has adopted a tobacco free policy effective July 1, 1997. No tobacco products may be used in the facilities or on the grounds.

GEN-17 INDEMNIFICATION

1. To the fullest extent permitted by the law the Vendor shall indemnify, defend with legal counsel acceptable to the District, and hold harmless the District, its Board of Education, Board Members, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from personal injury, bodily injury, sickness, disease, or death, failure to make payment to suppliers, or injury to or destruction of tangible property, but only to the extent caused by the acts or omissions of the Vendor, or anyone directly or

indirectly employed by the Vendor, or anyone for whose acts the Vendor may be liable.

2. By responding to this RFB, all vendors acknowledge and agree that the District cannot and will not agree to indemnify, defend or hold harmless the vendor in any manner.

GEN-18 SECURITY IDENTIFICATION BADGES (relates to construction services)

1. All vendor employees servicing, repairing, delivery within the school buildings will be required to sign-in at the front office and receive a temporary security badge.
2. Construction contractor or subcontractor employees working on project sites will be required to obtain security identification badges before coming to the project site.

Badges may be obtained by the District's Executive Director of Facilities, the District's architectural firm or the general contractor.

For questions concerning security badges contact John Blanton, Executive Director of Facilities at 636-327-3800 ext. 20329.

- a. To obtain a construction security identification badge, the contractor or subcontractor employee shall be required to give their full name, present personal identification verifying their name (e.g., driver's license), give their employer's company name, and present documentation verifying their employment with the company (e.g., business card, identification letter on company letterhead, etc.). During normal working hours, employment confirmation may be made by a confirming telephone call to the company.
- b. Security identification badge must be kept with the contractor or subcontractor employee and prominently displayed while they are on the project site. The security identification badge may be temporarily removed from prominent display if the security identification badge will pose a safety threat to the contractor or subcontractor employee as the employee carries out the work.
- c. If the contractor or subcontractor employee temporarily removes the security identification badge from prominent display for safety purposes, the contractor or subcontractor employee shall promptly present the security identification badge to any employee of the District that requests to see the security identification badge. Failure to promptly present the security identification badge shall be grounds for instant removal of the contractor or subcontractor employee from the project site until the security identification badge can be presented. If the contractor or subcontractor employee fails to present the security identification badge a second time, the District may request the contractor or subcontractor employee to be removed from the project site permanently.
- d. No employee of the vendor shall be authorized to have contact with or otherwise be in the presence of District students without a District employee also being present.

GEN-19 REQUIRED E-VERIFY COMPLIANCE

1. Vendors will be required to comply with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in a federal work authorization program. The vendor represents and warrants that it is in compliance with Section 285.530 at the time of award of this RFB. Vendors will be required to provide a sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that vendor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to any agreement entered into with the District.

2. FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") must be filled out and sent in the sealed envelope or scanned through vendor registry.
3. FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT must be filled out and notarized and sent in the sealed envelope or scanned through vendor registry.

GEN-20 CONSTRUCTION PROJECTS – CONTRACTORS & SUB-CONTRACTORS

1. Pursuant to Section 292.675 RSMo the construction contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is as stringent as an approved OSHA program within sixty (60) days of beginning work on this project.
2. It shall be mandatory upon the contractor and any subcontractor under him/her to pay not less than the specified rates to all workmen employed by them in the execution of the contract, (see 290.250, RSMo).
3. Contractors and sub-contractors shall forfeit as a penalty to the state, county, city and county district or other political subdivision on whose behalf the agreement is made or awarded one hundred dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said agreement, by him/her or by any subcontractor under him/her, and the said public body awarding the agreement shall cause to be inserted in the agreement a stipulation to this effect, (see 290.250 RSMo).
4. Contractor must post a legible list of all prevailing wage rates in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. Notice must be posted during the full time that any worker is employed on the job, (see section 290.265, RSMo).
5. The WSD will make final payment only after the vendor has filed an affidavit of Compliance with the contracting public body, (see section 290.290 and 290.325, RSMo). Before final payment will be made, the contractor and all subcontractors must file an Affidavit of Compliance with the contracting public body. No payment can be legally made by the public body (WSD) to the contractor(s) until this affidavit is filed in proper form and with the public body (WSD).
6. All workmen must be experienced in this line of work, the job site must be left in a clean first-class condition, and free of debris on a daily basis.
7. The Contractor shall comply with all applicable state laws, municipal ordinances and the rules and regulations of governing authorities. The Contractor shall observe all regulations governing the provisions of the State Worker's Compensation Law. The Contractor shall save and hold harmless the District from and against all liability, claims and demands on account of personal injuries, property loss or damage of any kind whatsoever connected with the performance and agreement entered into with the District.
8. Only Missouri laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo). Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at http://www.dolir.mo.gov/ls/faq/faq_PublicWorksEmployment.asp or view the statute 290.550 – 290.580 RSMo, at <http://www.moga.mo.gov/statutes/C290.HTM>. Nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indian, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New

Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, and Wisconsin.

9. Current (as of release date of RFB/RFP) *Prevailing Wage Order* issued by the Missouri Division of Labor Standards will apply to all construction projects.

GEN-21 VENDOR REQUIREMENTS – (IF APPLICABLE)

1. The vendor shall possess all current permits and licenses for operation.
2. No vendor staff will not be under the influence of alcohol and/or drugs in the performance of their duties with the District. Rudeness, vulgar or obscene language or inappropriate physical contact will not be tolerated.
3. All employees, contractors and subcontractors working for or associated with the vendor, who will be on any school premises during school hours, must have cleared both a Missouri Highway Patrol and a FBI background check. This may be proprietary information and can be kept with the vendor, however the vendor must supply paperwork stating their employees have cleared the checks. No vendor employee, contractor or subcontract will be allowed on any District premises who is a registered sex offender.
4. Should services require vendor's staff to interact with students:
 - a. All vendor staff will have an FBI/Highway Patrol Background Check which includes fingerprints. The charge for this process will be paid by the vendor for all staff who will be in District Facilities. Vendor staff who have been convicted of a felony or misdemeanor may not be allowed to provide services to the District.
 - b. All vendor staff who provide services to the District will have a TUBERCULIN PPD (Tuberculosis) test performed prior to being scheduled to work. This will be at no charge to the District. Vendor staff who test positive for Tuberculosis may not be allowed to provide services to the District.
 - c. All vendor staff will have their name run through the Missouri State Highway Patrol/Missouri Department of Social Services Child Abuse or Neglect Criminal Records check. There is no charge for this service.
 - d. It is the total responsibility for the vendor to insure that their above paperwork mentioned is on file with the WSD Human Resource Department. If the appropriate forms are not on file and kept up to date, those individuals will not be allowed to transport students until forms are on file with the WSD Human Resource Department.
5. The vendor shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the school board: including any committee member for the purpose of influencing consideration of this RFB.
6. It shall be each vendor's responsibility to obtain and verify all the information required on this Bid, prior to the submission of the Bid. No objections with regard to the application, meaning, or interpretation of any or all of the specifications and/or the general information will be considered after the closing date and time of this Bid. No claims of misinterpretation or lack of understanding of any information relating to this Bid will be accepted after to closing date and time.
7. Vendors are expected to utilize the Project Manager as the sole representative for ALL information regarding this RFB. Vendors, who contact any other district employee or representative of the District regarding the subject of this RFB, are subject to disqualification.
8. The vendor must have been in business for a minimum of five years.
9. The vendor will not assign any of the rights, duties, or payments arising under any

agreement to any third party without the consent of the District.

10. The vendor will disclose if any of the owners of their company are employed by WSD, including persons who may subbed for the district or have retired from the district.
11. It is the intent of this RFB and specifications to select a vendor or vendors to create a working agreement between all parties. The District however is under no obligation to assign, reward or select any vendor for the fulfillment of this RFB.
12. By submitting a RFB, the vendor specifically agrees that the decision of WSD is final and binding and agrees to all contents of this RFB.
13. The vendor will comply with the Fair Labor Standards Act, Fair Employment Practices Act, Equal Opportunity Employment Act, Missouri Human Rights Act and all other applicable Federal and State laws, as well as the applicable Policies and Regulations of the District's Board of Education.
14. Every provision of law and clause required by law to be inserted in any agreement with the District will be deemed to be inserted and the agreement will be read and enforced as though it were included.
15. No vendor will perform service or deliver product without a District purchase order.
16. It is expected that the vendor will provide their best pricing and services on this RFP/RFB. The District will not negotiate with any vendor after the proposals have been read publicly.

GEN-22 INSURANCE REQUIRMENTS

Vendors, contractors and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration for any service or project and through the correction period stated in the agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating or A-IX or higher:

1. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than \$1,000,000 each accident for bodily injury, \$1,000,000 for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers compensation act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. If the contractor's Employers Liability limits are below those stated above an umbrella liability policy may be used to the requested limit.
2. Commercial General Liability Insurance: Shall carry Commercial General Liability Insurance written on ISO occurrence for CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:
 - a. Premises and Operations
 - b. Products and Completed Operations
 - c. Contractual Liability insuring the obligations assumed by the Contractor under this Contract
 - d. Personal Injury Liability and Advertising Injury Liability
 - e. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by any agreement with the District.

- 3 Limit of Liability: The Commercial General Liability policy limits shall not be less than:
 - a. \$1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
 - b. \$2,000,000 Aggregate for Products/Completed Operations
 - c. \$1,000,000 Personal Injury/Advertising Injury
 - d. \$2,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available. If not, see Umbrella Liability section).
- 4 Additional Insured: The District, all of its officers, directors and employees, shall be named as Additional Insured under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 or equivalent should also be used. These endorsements must be stated on the Insurance certificate provided to the District and a copy of the endorsements confirming coverage should accompany the insurance certificate.
- 5 Primary Coverage: Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect (if applicable) or the District shall be excess only and will not contribute with vendor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.
- 6 Business Automobile Liability Insurance: The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA 0020 or a substitute form providing equivalent coverage and shall be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the District and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the District shall be excess only and will not contribute with Contractor's Insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the Insurance certificate.
- 7 Umbrella Excess Liability: Should provide an umbrella excess liability policy that will provide a minimum of \$2,000,000 per occurrence/ \$2,000,000 aggregate over the above listed coverage's. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits should be \$3,000,000 per occurrence/ \$3,000,000 aggregate.
- 8 Waiver of Subrogation: The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the District and its officers, director and employees.
- 9 Certificates of Insurance: As evidence of the Insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the vendor to the District and Architect (if applicable) before any work is commenced by the vendor. The District shall have the right, but not the obligation, to prohibit vendor, contractor or any subcontractor from entering the project site until such certificates are received and approved by the District. With respect to insurance to be maintained after final payment, an additional certificate (s) evidencing such coverage shall be promptly provided to the District as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the District. Failure to maintain the insurance required herein may result in termination of any agreement at District's option. In the event the vendor does not comply with the requirements of this section, the District shall have the right, but not the obligation, to provide insurance coverage to protect the District and Architect (if applicable), and charge the vendor for the cost

of that insurance. The required insurance shall be subject to the approval of the Architect (if applicable), but any acceptance of insurance certificates by the Architect (if applicable) or District shall in no way limit or relieve the vendor, contractor or any subcontractor of their duties and responsibilities in the agreement.

0 **Copies of Policies:** Shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of the District's written request for said policies.

1 **Subcontractors:** Vendor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each subcontractor, subcontractors' commercial/general liability and business automobile liability insurance shall name the District and its Architect (if applicable) as Additional Insureds and have the Waiver of Subrogation endorsement added.

2 **Other Insurance:** The District may require insurance coverage in excess of the types and amounts required in this Exhibit. Vendor shall attempt in good faith to obtain quotes for such additional coverage and provide them to the District for review. Vendor shall purchase any such additional insurance as may be requested by the District in writing. The District shall pay any additional premium for such additional coverage.

GEN-23 GOVERNING LAW, JURISDICTION AND VENUE

1. The agreement shall be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under the agreement, the venue for such actions shall be the Circuit Court of St. Charles County, Missouri.

GEN-24 CONFIDENTIALITY

1. To the extent that is applicable, the vendor will observe the confidentiality of and protect student information in accordance with applicable law, including but not limited to the Family Educational Rights and Privacy Act, (FERPA), 10 U.S.C. § 1232g, and the Health Insurance Portability and Accountability Act (HIPAA), and will indemnify the District for any damages suffered by it, by reason of vendor's failure to do so.

GEN-25 BID BONDS & PERFORMANCE/PAYMENT BONDS

1. Bid Bonds and/or Performance/Payment Bonds, if required will be stated in the Specific Project Specifications for Vendor/Bidders.

GEN-26 AGREEMENT SPECIFICATIONS

1. No compensation will be given to the vendor that is over and above the rates provided in the RFB without prior written approval from WSD authorized representative.

2. Upon receipt of an invoice from the vendor, WSD shall have up to 45 days to provide payment for the same unless an objection to the amount charges is made by the District. If an objection is made, the parties shall discuss the objection and attempt to reach a resolution. The District will always do their best to pay invoices within a 30 day period, provided an invoice is provided in a timely manner to Accounts Payable.

3. This agreement may be terminated in the event of a breach of the terms of the agreement. In such an event, the non-breaching party shall provide the breaching party with written notice of the breach. The breaching party shall then have (97) seven days to cure said breach. If the breach is not cured within the time allotted, the non-breaching party may terminate the agreement immediately.
4. Notwithstanding the foregoing, the District shall have the option of terminating the agreement without cause by providing notice of the same to vendor within (30) thirty days of the termination. In such an event, the vendor shall be entitled to all compensation earned for services authorized and provided up to the date of termination.
5. The vendor will obtain all permits required by law for transactions under this agreement.
6. The vendor will comply with the Fair Standards Act, Fair Employees Practices, Equal Opportunity Employment Act, Missouri Human Rights Act and all other applicable Federal and State laws and District Policy.
7. The vendor warrants that all goods or services provided under this agreement will meet or exceed all applicable Federal, State, and Local Statutes, Ordinances and Codes including but not limited to the American with Disability Act of 1990.
8. Every provision of the law and clauses required by law to be inserted in this agreement will be read and enforced as though it were included herein.
9. The vendor shall not utilize an employee or subcontractor for any purpose to execute any part of this agreement who is a registered sex offender.
10. The vendor shall adhere to all of the District's rules, regulations, policies, and procedures when engaged in the performance of this agreement, including but not limited to Board Policies, the Family Educational Rights and Privacy Act, 20 U.S.C § 1232 (g) (FERPA), 45 CFR §§ 160 and 164 ("HIPAA Privacy Rule"), if applicable, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and all civil rights laws.
11. The District and the vendor are acting herein as independent contractors and independent employees. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and not party shall have the authority to bind the other in any respect. Vendor and any person employed by or conducting business with the District shall not be a partner, employee, agent or joint venture of the District.
12. This agreement may be modified, amended or changed only by a written document signed by both parties.
13. Governing Law, Jurisdiction and Venue – This agreement shall be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under this agreement, the venue for such actions shall be the Circuit Court of St. Charles County, Missouri.
14. Confidentiality - To the extent that it is applicable, the vendor will observe the confidentiality of and protect student information in accordance with applicable law, including but not limited to the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g, and will indemnify the District for any damages suffered by it by reason of vendor's failure to do so. To the extent that vendor will have access to personally identifiable information and student educational records as defined under FERPA, vendor acknowledges the following: vendor is performing an institutional service or function for with the District would otherwise use employees: vendor is under the direct control of the District with respect to the use and maintenance of any personally identifiable information of student: and vendor is subject to the requirements of FERPA governing the use and re-disclosure of personally identifiable information from education records.

15. The District will not agree to indemnify or hold harmless any vendor for its own acts or omissions (intentional, negligent or otherwise), including product liability (if applicable) for injuries or damages that do not arise from acts or omission of the District, or for injuries or damages for which the District has sovereign immunity. Vendor shall defend, hold harmless and indemnify the District, its governing Board, officers, agents, and employees from every claim, demand, losses and expenses which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any act or omission, negligent or otherwise, or otherwise, or willful misconduct of vendor or any person, firm or corporation, employed by the vendor, including subcontractors, in connection with the vendor's performance under this agreement. Vendor, at its own expense and risk, shall defend any legal proceeding that may be brought against the District, its governing Board, officers, agents and employees on any such claim or demand, and satisfy any judgment that may be rendered against the District or its governing Board, therein. Vendor also agrees to reimburse the District, its agents and employees for any sum which the District is required to pay on account of such demand, claim or lawsuit including attorney's fees.
16. Sovereign Immunity – Nothing in the agreement shall constitute a waiver of any immunity, sovereign or otherwise, granted to the District by common law or pursuant to Missouri law, including, but not limited to Section 537.600 et seq., of the Missouri Revised Statutes.
17. Assignment – Vendor may not assign, subcontract or transfer any of its rights, burdens, duties, or obligations under this agreement with the written consent of the District.
18. In the event any terms of these agreement conditions conflict with RFP or the Proposal, the terms of these agreement conditions shall be controlling. In the event that any terms of the RFP conflict with the Proposal, the terms of the RFP shall be controlling.



WENTZVILLE SCHOOL DISTRICT

SPECIFIC PROJECT SPECIFICATIONS FOR VENDORS/BIDDERS

RFB NUMBER: RFB-C-JUN619-116	RELEASE DATE: May 29, 2019	RFB NAME: Six Specific Custodial Supplies Items
DUE DATE THROUGH VENDOR REGISTRY BY Date: June 6, 2019 Time: 1:00 PM CST		Request for Additional Information Date June 4, 2019 by 9:00 AM CST
Project Manager: Hasan Nasufovic Title: Director of Custodial Services PH: 636-327-3858 ext. 21327 hasanhasufovic@wsdr4.org		RETURN BID TO: Vendor Registry by 1:00 PM CST June 6, 2019

SPEC-1 SCOPE

1. The purpose of this Request for Bid (RFB) is to select one (1) vendor to supply items listed in Six Specific Custodial Supplies Items RFB for the Wentzville School District.
2. This agreement is for three (3) years beginning August 1, 2019 and ending July 31, 2022. This agreement may be extended for an additional year up to two years if both parties agree and there are no price increases.

SPEC-2 SIX CUSTODIAL SUPPLY ITEMS

1. ROLL TOILET TISSUE: 2-Ply-Est. Annual Usage: 2,447 Cases
2. ROLL PAPER TOWEL: Pull Sheets-Est. Annual Usage: 2,694 Cases
3. WASH LINERS: 33 x 40 – 14 Microns-Est. Annual Usage: 3,020 Boxes
4. WASH LINERS: 40 x 48 – 16 Microns-Est. Annual Usage: 10,242 Boxes
5. WASH LINERS: 43 x 47 – 2 Mil-HD Black Only-Est. Annual Usage: 2285 Boxes
6. HAND SOAP: Anti-Bacterial Pouches-Liquid/Foam-Est. Annual Usage: 794 Cartons

SPEC-3 DISPENSER SPECIFICATIONS

1. *The awarded vendor will change out all the Toilet Tissue, Roll Paper Towel and Hand Soap Dispensers throughout the District to ensure their bid products work with the dispensers. The dispensers, labor to perform this task will be at no charge to the WSD. There are approximately 1229 Toilet Tissue dispensers, 1192 Roll Paper Dispensers and 1206 Hand Soap Dispensers.

SPEC-4 PRODUCT DELIVERIES

1. Deliveries will be made the third (3rd) week of each month to 21 locations.
2. The District will add an elementary school in the fall of 2020.
3. The District will add a high school in the fall of 2021.
4. The District will add a new custodial warehouse in the winter of 2020. Warehouse deliveries will then be made to this new location instead of the 101 Support Service location.
5. Delivery quantities will change throughout the year at each location to meet events, holidays and other unforeseen circumstances.
6. There are five (5) other locations that have their supply items delivered to the Support Services Warehouse, those are; Administrative Center, Berrey-Place Center, Mind Development Center, Harris Building, Transportation, Pearce Hall
7. Delivery quantities will change throughout the year at each location to meet events, holidays and other unforeseen circumstances.

SPEC-5 DELIVERY LOCATIONS

- ☐ Timberland High School – 559 E Hwy N, Wentzville 63385
- ☐ Holt High School – 600 Campus Dr., Wentzville 63385
- ☐ Liberty High School – 2275 Sommers Rd., Lake St. Louis 63367
- ☐ South Middle School – 561 E Hwy N, Wentzville 63385
- ☐ Wentzville Middle School – 405 Campus Dr., Wentzville 63385
- ☐ Frontier Middle School – 9233 Hwy DD, O’Fallon, 63368
- ☐ Heritage Primary Elementary – 612 Blumhoff, Wentzville 63385
- ☐ Heritage Intermediate Elementary – 601 Carr St., Wentzville 63385
- ☐ Green Tree Elementary – 1000 Ronald Reagan Dr., Lake St. Louis, 63367
- ☐ Crossroads Elementary – 7500 Hwy N, O’Fallon, 63368
- ☐ Boone Trail Elementary – 555 E Hwy N, Wentzville 63385
- ☐ Prairie View Elementary – 1550 Feise Rd., Dardenne Prairie 63368
- ☐ Peine Ridge Elementary – 1107 Peine Rd., Wentzville 63385
- ☐ Duello Elementary – 1814 Duello Rd., Lake St. Louis, 63367
- ☐ Discovery Ridge Elementary – 2523 Sommers Rd., O’Fallon 63367
- ☐ Lakeview Elementary – 2501 Mexico Rd. O’Fallon 63366
- ☐ Stone Creek Elementary – 1850 Hwy Z Wentzville 63385
- ☐ Wabash Elementary – 100 Golden Gate Parkway, Foristell 63348
- ☐ Barfield Early Childhood – 2025 Hanley Rd., Dardenne Prairie 63368
- ☐ Support Services Warehouse – 101 Support Service Dr., Wentzville 63385

SPEC-6 BID RESPONSE DOCUMENTS FOR VENDOR REGISTRY (Due June 6, 2019 at 1:00 PM)

1. Upload the following completed documents to Vendor Registry:
 - a. SPEC 7 - VENDOR SIGNATURE AUTHORIZATION & THREE REFERENCES
 - b. SPEC 8 - FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY)
 - c. SPEC 9 - FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT
 - d. SPEC 10 – BID FORM (Separate Excel Spreadsheet)
2. All documents must be “named and saved” before uploading can take place.
3. It is the vendor/bidders responsibility to ensure their documents are uploaded properly.
4. Vendor Registry will close the Bid exactly at 1:00 PM on June 6, 2019.

SPEC-7 VENDOR SIGNATURE AUTHORIZATION & THREE REFERENCES FORM
(Upload to Vendor Registry)

Authorized Signature	Date
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Printed Name		Title
Company Name		
Mailing Address		
City, State Zip		
Phone #:	Fax #:	E-Mail Address

THREE (3) REFERENCES:

Company Name: _____

Address: _____

Phone: _____

Contact Name: _____

Description on Work Performed: _____

Company Name: _____

Address: _____

Phone: _____

Contact Name: _____

Description on Work Performed: _____

Company Name: _____

Address: _____

Phone: _____

Contact Name: _____

Description on Work Performed: _____

Acknowledgment of Any Addendum/s

Signature _____

SPEC-8 FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY)

(Upload to Vendor Registry)

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school District must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with

respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a. Agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b. Agrees it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c. Agrees that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d. Agrees you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e. Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) of your participation in E-Verify;
- f. Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g. Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

SPEC-9

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

(Upload to Vendor Registry)

I, _____, being of legal age and having been duly sworn upon my oath, state the

following facts are true:

I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify. Company does not knowingly employ any person who is an unauthorized alien in connection with the Services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 201____.

NOTARY PUBLIC

My commission expires:

SPEC-10 BID SPREADSHEET (Provided separately)

1. Complete the Bid Form which is a separate Excel Spreadsheet.
2. Must "name and save" spreadsheet before uploading can take place on Vendor Registry.

3. It is the vendor/bidders responsibility to ensure their documents are uploaded properly. Blank documents will be considered a No-BID.
4. Vendor Registry will close the portal to this Bid exactly at 1:00 PM on June 6, 2019.

CUSTODIAL SERVICES

"Learning Today, Leading Tomorrow"

Hasan Nasufovic

Director, Custodial Services

EXHIBIT 2

To: Board of Education and Dr. Cain

From: Hasan Nasufovic and Pam Frazier

Date: June 13, 2019

Subject: Custodial Supplies Bid

The Custodial Department recently had a bid opening on May 29, 2019 for custodial supplies (trash liners, toilet paper, hand soap and roll towels) for a three year contract, with the option to extend for additional two years. The bid was advertised in the paper and placed on Vendor Registry. We received seven bids of which one was late.

The chart below shows an annual total for each vendor. Some vendors did not bid all six items, some vendors had price increases for the second and third years. Currently we use Buckeye Paper Company for the purchase of these commodities.

At this time I am recommending that the bid be awarded to **SJB Industry Inc.** at the annual cost of \$276,602.94

VENDOR NAME	SJB Industrial Supply, LLC	Buckeye Cleaning Center - St.Louis	Royal Papers Inc.	All Type	Hiliyard	5 Star Enterprise, INC	All American Poly	Central Poly-Bag Corp.	Industrial Soap
Item Description									
Trash Liners									
33x40 - 14 Microns	\$ 36,270.20	\$ 45,149.00	\$ 35,605.80	\$ 45,813.40	\$78,278.40	\$107,481.80	\$0.00	\$66,440.00	\$ 38,625.80
40x48 - 16 Microns	\$ 16,051.00	\$ 16,996.00	\$ 14,063.00	\$ 18,039.00	\$30,289.00	\$32,172.00	\$0.00	\$202,791.60	\$ 207,810.18
43x47 1.3	\$ 40,072.90	\$ 45,163.95	\$ 32,971.65	\$ 46,059.80	\$75,076.60	\$116,547.90	\$0.00	\$27,094.00	\$ -
43x47 2 mil	\$ 2,577.00	\$ 3,090.00	\$ 2,580.00	\$ 3,190.00	\$5,492.00	\$5,334.00	\$42,523.85	\$2,990.00	\$ 2,275.00
Roll Towels	\$ 83,217.66	\$ 78,530.10	\$ 92,781.36	\$ 95,879.46	\$99,974.34	\$80,739.18	\$0.00	\$0.00	\$ 105,604.80
Toilet Tissue									
2-Ply	\$ 71,060.88	\$ 85,522.65	\$ 85,620.53	\$ 93,548.81	\$101,281.33	\$113,124.81	\$0.00	\$0.00	\$ 53,662.71
Hand Soap									
Pouch	\$ 27,353.30	\$ 34,697.80	\$ 32,014.08	\$ 31,760.00	\$25,725.60	\$39,954.08	\$0.00	\$0.00	\$ 24,455.20
Total	\$276,602.94	\$ 309,149.50	\$295,636.42	\$ 334,290.47	\$416,117.27	\$495,353.77	\$42,523.85	\$299,315.60	\$ 432,433.69
			Price increase of 2% second and third year.	Price increase of 2% second and third year.			Incomplete bid	Incomplete bid	Incomplete bid



Thursday, June 20, 2019
Regular Board Meeting

WENTZVILLE R-IV SCHOOL DISTRICT
280 INTERSTATE DRIVE
WENTZVILLE, MISSOURI 63385
Regular Board Meeting
Closed Session 4:30 PM
Open Session 7:00 PM

1. Start of Meeting - 4:30 PM

Subject 1.1 Open Session - Call to Order

Meeting Jun 20, 2019 - Regular Board Meeting

Category 1. Start of Meeting - 4:30 PM

Type Action

Recommended Action We need a motion to go into Closed Session for the purpose of Student Matters, Personnel and Legal.

File Attachments

2. Closed Session

Subject 2.1 Approval of Closed Session Agenda

Meeting Jun 20, 2019 - Regular Board Meeting

Category 2. Closed Session

Type Action

Recommended Action We need a motion to approve the Closed Session Agenda for June 20, 2019, as presented.

File Attachments

3. Student Matters - RSMo 610.021 (6)

4. Legal - RSMo 610.021 (1)

5. Personnel - RSMo 610.021 (3)

6. Adjourn Closed Session

Subject 6.1 Adjourn Closed Session

Meeting Jun 20, 2019 - Regular Board Meeting

Category 6. Adjourn Closed Session

Type Action

Recommended Action We need a motion to Adjourn Closed Session.

File Attachments

7. Open Session - 7:00 PM

Subject 7.1 Open Session - Call to Order

Meeting Jun 20, 2019 - Regular Board Meeting

Category 7. Open Session - 7:00 PM

Type Procedural

File Attachments

Subject 7.2 Pledge of Allegiance

Meeting Jun 20, 2019 - Regular Board Meeting

Category 7. Open Session - 7:00 PM

Type Procedural

A chosen audience member leads the Pledge of Allegiance.

File Attachments

8. Recognition

Subject 8.1 State Track Champions

Meeting Jun 20, 2019 - Regular Board Meeting

Category 8. Recognition

Type Recognition

File Attachments

Subject 8.2 State Math Champion

Meeting Jun 20, 2019 - Regular Board Meeting

Category 8. Recognition

Type Recognition

File Attachments

9. Mission Statement

Subject 9.1 Mission Statement - Learning Today, Leading Tomorrow

Meeting Jun 20, 2019 - Regular Board Meeting

Category 9. Mission Statement

Type Procedural

Learning Today, Leading Tomorrow

File Attachments

10. Public Forum

Subject 10.1 Public Forum - June 20, 2019

Meeting Jun 20, 2019 - Regular Board Meeting

Category 10. Public Forum

Type Information, Procedural

Public Forum

Residents of the District at each regular meeting have an opportunity to provide their points of view relating to the operation of the District during a fifteen (15) minute time period referred to as a "Public Forum." Guidelines for the Public Forum are as follows:

1. Each resident of the District requesting time to speak during the Public Forum will register his/her name, address and state the issue to be discussed with the recording secretary prior to the meeting being called to order (7:00 p.m.).
2. The Board President will call the speakers to the floor. Each speaker shall give his/her name and address upon recognition by the President.
3. Speakers will be allowed three (3) minutes for their presentations, unless extended by the Board President. If more time is required for presentation, the citizens should consider District policy for placement on the regular meeting's agenda.
4. Due to the possible number of speakers during the Public Forum, the Board President may limit or extend the speaking time.
5. If a number of speakers wish to speak on the same topic, the group shall select a spokesperson to present that information.
6. A speaker may address the Board only once during the Public Forum.
7. Speakers may offer such objective concerns of the school operations as they deem appropriate. The Board will not hear personal complaints of school personnel nor against any person connected with the District in public session. Matters involving personnel shall be discussed by the Board in executive session.
8. An employee of the Wentzville School District may address the Board by following the public forum guidelines regardless of whether the employee is a resident of the district.

File Attachments

11. Consent Agenda

Subject 11.1 Approval of Open Session Consent Agenda Items

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

Recommended Action We need a motion to approve the Consent Agenda, as presented/amended.

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Some of the items listed under the consent agenda may have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

File Attachments

Subject 11.2 Open Session Agenda

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

Subject 11.3 Regular Meeting Open Session Minutes May 16, 2019, Special Board Meeting Open Session Minutes May 23, 2019 and Special Meeting Open Session Minutes June 10, 2019

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[May 16, 2019 Minutes OPEN.pdf \(228 KB\)](#)
[May 23, 2019 Minutes OPEN.pdf \(202 KB\)](#)
[June 10, 2019 Minutes OPEN.pdf \(193 KB\)](#)

Subject 11.4 Bills for Payment June 2019

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[AP Bill List June 2019.pdf \(3,363 KB\)](#)
[PCard Bill List June 2019.pdf \(1,661 KB\)](#)
[Payroll Bill List June 2019.pdf \(282 KB\)](#)

[AP Bill List June 2019 Addendum.pdf \(368 KB\)](#)

Subject 11.5 Financial Report June 2019

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Financial Report June 2019.pdf \(358 KB\)](#)

Subject 11.6 Personnel Recommendations and Resignations June 2019

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Personnel Board Report June 2019.pdf \(379 KB\)](#)

[Extra Duty Board Report June 2019.pdf \(465 KB\)](#)

[Personnel Board Report Addendum.pdf \(346 KB\)](#)

[Extra Duty Board Report Addendum.pdf \(440 KB\)](#)

Subject 11.7 Surplus Property

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Surplus Property June 2019.pdf \(230 KB\)](#)

Subject 11.8 Gifts to the District

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Gifts to the District June 2019.pdf \(275 KB\)](#)

Subject 11.9 City of Wentzville – Special Event Information and Application

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[City of Wentzville - Special Event Information and Application.pdf \(664 KB\)](#)

Subject 11.10 The NEA Foundation - Grant Agreement

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[The NEA Foundation - Grant Agreement.pdf \(378 KB\)](#)

Subject 11.11 District HVAC Agreement

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[District HVAC Agreement.pdf \(1,866 KB\)](#)

Subject 11.12 New High School - Builders Risk Insurance

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[New High School - Builders Risk Insurance.pdf \(471 KB\)](#)

Subject 11.13 Pearce Hall Additional Services

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Pearce Hall Additional Services.pdf \(403 KB\)](#)

Subject 11.14 New Elementary School – Special Inspections

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[New Elementary School – Special Inspections.pdf \(736 KB\)](#)

Subject 11.15 Certificate of Substantial Completion – Heritage Elevator Addition

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Certificate of Substantial Completion – Heritage Elevator Addition.pdf \(355 KB\)](#)

Subject 11.16 St. Louis Family Theatre - Series Contract

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[St. Louis Family Theatre - Series Contract.pdf \(258 KB\)](#)

Subject 11.17 TKO DJ's - Engagement Contract

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[TKO DJ's - Engagement Contract.pdf \(144 KB\)](#)

Subject 11.18 Industrial Tech Equipment RFB

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Industrial Tech Equipment RFB.pdf \(422 KB\)](#)

Subject 11.19 Designated Student Transportation Services Bid

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Designated Student Transportation Services Bid.pdf \(322 KB\)](#)

Subject 11.20 Music Theatre International – Production Contract and Addendum

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Music Theatre International – Production Contract and Addendum.pdf \(1,743 KB\)](#)

Subject 11.21 Custodial Supplies Bid

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Custodial Supplies Bid.pdf \(336 KB\)](#)

[Custodial Supplies Bid Addendum.pdf \(336 KB\)](#)

Subject 11.22 Lou Fusz Advertising and Sponsorship Agreement

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Lou Fusz Advertising and Sponsorship Agreement.pdf \(450 KB\)](#)

Subject 11.23 McBride Homes Advertising and Sponsorship Agreement

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[McBride Homes Advertising and Sponsorship Agreement.pdf \(500 KB\)](#)

Subject 11.24 Golden Oak Lending Advertising and Sponsorship Agreement

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Golden Oak Lending Advertising and Sponsorship Agreement.pdf \(483 KB\)](#)

Subject 11.25 Papa Johns Advertising and Sponsorship Agreement

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Papa Johns Advertising and Sponsorship Agreement.pdf \(459 KB\)](#)

Subject 11.26 Club Z! Tutoring Advertising and Sponsorship Agreement

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Club Z! Tutoring Advertising and Sponsorship Agreement.pdf \(620 KB\)](#)

Subject 11.27 Chick-fil-A Wentzville Advertising and Sponsorship Agreement

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Chick-fil-A Wentzville Advertising and Sponsorship Agreement.pdf \(7,356 KB\)](#)

Subject 11.28 Allstate Insurance Advertising and Sponsorship Agreement

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Allstate Insurance Advertising and Sponsorship Agreement Addendum.pdf \(1,965 KB\)](#)

Subject 11.29 Board of Education Policy 4865 – Second Reading

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Board of Education Policy 4865 – Second Reading.pdf \(139 KB\)](#)

Subject 11.30 Board of Education Policy 5520 – Uniform Policy for Free and Reduced-Price Meals

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Board of Education Policy 5520 – Uniform Policy for Free and Reduced-Price Meals.pdf \(69 KB\)](#)

Subject 11.31 2019 STEM/Summer Chautauqua Faculty

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[2019 STEM-Summer Chautauqua Faculty.pdf \(261 KB\)](#)

Subject 11.32 Bids for Diesel Fuel

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Bids for Diesel Fuel.pdf \(43 KB\)](#)

Subject 11.33 Bids for New and Retread Tires

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Bids for New and Retread Tires.pdf \(63 KB\)](#)

Subject 11.34 Bids for Oil, Lubricants and Fluids

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Bids for Oil, Lubricants and Fluids.pdf \(87 KB\)](#)

Subject 11.35 Contracts for Special Education Services - The Center for Autism Education

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Contracts for Special Education Services - The Center for Autism Education.pdf \(801 KB\)](#)

Subject 11.36 Contracts with Growing Edge Training

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Contracts with Growing Edge Training.pdf \(260 KB\)](#)

Subject 11.37 Contract for Consultation and Direct Instruction

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Contract for Consultation and Direct Instruction.pdf \(276 KB\)](#)

Subject 11.38 High Road School of Wright City Contract

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[High Road School of Wright City Contract.pdf \(228 KB\)](#)

Subject 11.39 Contracts for School District Administrative Claiming and Direct Services Cost Settlement

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Contracts for School District Administrative Claiming and Direct Services Cost Settlement.pdf \(521 KB\)](#)

Subject 11.40 Contracts for Special Education Services - Therapy Relief at Hope

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Contracts for Special Education Services - Therapy Relief at Hope.pdf \(346 KB\)](#)

Subject 11.41 We Stories Proposal

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[We Stories Proposal.pdf \(1,943 KB\)](#)

Subject 11.42 Revised Bylaws for the St. Charles County CAPS Program

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Revised Bylaws for the St. Charles County CAPS Program.pdf \(5,872 KB\)](#)

Subject 11.43 Career Explorations Alliance MOU

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Career Explorations Alliance MOU Addendum.pdf \(95 KB\)](#)

Subject 11.44 Agreement for Turnitin

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Agreement for Turnitin.pdf \(218 KB\)](#)

Subject 11.45 iPad Purchases for School Year 2019-2020

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[iPad Purchases for School Year 2019-2020.pdf \(69 KB\)](#)

Subject 11.46 Laptops for High School Graphic Arts

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Laptops for High School Graphic Arts.pdf \(81 KB\)](#)

Subject 11.47 Blackboard Contract

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Blackboard Contract.pdf \(93 KB\)](#)

[Blackboard Contract Addendum.pdf \(110 KB\)](#)

Subject 11.48 Innovative Technology Education Fund Grant

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Innovative Technology Education Fund Grant.pdf \(231 KB\)](#)

Subject 11.49 Learning Sciences International Contract

Meeting Jun 20, 2019 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Learning Sciences International Contract.pdf \(640 KB\)](#)

12. Superintendent's Reports

Subject 12.1 Transportation Report

Meeting Jun 20, 2019 - Regular Board Meeting

Category 12. Superintendent's Reports

Type Reports

File Attachments

Subject 12.2 Athletics and Activities Report

Meeting Jun 20, 2019 - Regular Board Meeting

Category 12. Superintendent's Reports

Type Reports

File Attachments

13. Old Business

Subject 13.1 2019-2020 Academic Calendar

Meeting Jun 20, 2019 - Regular Board Meeting

Category 13. Old Business

Type Action

Recommended Action We need a motion to approve the 2019-2020 Academic Calendar, as presented.

File Attachments

[2019-2020 Academic Calendar Addendum.pdf \(534 KB\)](#)

Subject 13.2 New High School Site Package – Change Order 01

Meeting Jun 20, 2019 - Regular Board Meeting

Category 13. Old Business

Type Action

Recommended Action We need a motion to approve the New High School Site Package – Change Order 01, as presented.

File Attachments

[New High School Site Package – Change Order 01 Addendum.pdf \(3,368 KB\)](#)

14. New Business

Subject 14.1 Food Service Transfer

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve the Food Service Transfer, as presented.

File Attachments

[Food Service Transfer.pdf \(367 KB\)](#)

Subject 14.2 Teachers' Fund Transfer

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve the Teachers' Fund Transfer, as presented.

File Attachments

[Teachers' Fund Transfer Addendum.pdf \(365 KB\)](#)

Subject 14.3 Budget Adjustment #4

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve all year end budget adjustments as of today and future amendments prior to actual expenditures for given funds that would be required to adjust the 2018-19 budget, so it is in compliance with Missouri State Law Chapter 67 on Budget Compliance.

File Attachments

[Budget Adjustment #4.pdf \(166 KB\)](#)

Subject 14.4 Fiscal Year 2020 Budget

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve the Fiscal Year 2020 Budget, as presented.

File Attachments

[Fiscal Year 2020 Budget.pdf \(10,145 KB\)](#)

Subject 14.5 New High School – Commissioning Agent

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve the New High School – Commissioning Agent, as presented.

File Attachments

[New High School – Commissioning Agent.pdf \(413 KB\)](#)

Subject 14.6 Barfield Early Childhood Addition

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve the Barfield Early Childhood Addition, as presented.

File Attachments

[Barfield Early Childhood Addition.pdf \(1,000 KB\)](#)

Subject 14.7 Performance Contracting Additional Work

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve the Performance Contracting Additional Work, as presented.

File Attachments

[Performance Contracting Additional Work.pdf \(302 KB\)](#)

[Performance Contracting Additional Work Addendum.pdf \(304 KB\)](#)

Subject 14.8 Highway Z Roadside Flashers School Operation Agreement

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve the Highway Z Roadside Flashers School Operation Agreement, as presented.

File Attachments

[Highway Z Roadside Flashers School Operation Agreement.pdf \(406 KB\)](#)

Subject 14.9 Payroll Benefits Manager

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve the Payroll Benefits Manager, as presented.

File Attachments

[Payroll Benefits Manager Addendum.pdf \(157 KB\)](#)

Subject 14.10 Revised Curricula

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve the Revised Curricula, as presented.

File Attachments
[Revised Curricula.pdf \(163 KB\)](#)

Subject 14.11 4894 Agreement

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve the 4894 Agreement, as presented.

File Attachments
[4894 Agreement.pdf \(546 KB\)](#)
[4894 Agreement Addendum.pdf \(805 KB\)](#)

Subject 14.12 WNEA Agreement

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve the WNEA Agreement, as presented.

File Attachments
[WNEA Agreement.pdf \(547 KB\)](#)
[WNEA Agreement Addendum.pdf \(4,119 KB\)](#)

Subject 14.13 WNEA RN Agreement

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve the WNEA RN Agreement, as presented.

File Attachments
[WNEA RN Agreement.pdf \(547 KB\)](#)
[WNEA RN Agreement Addendum.pdf \(515 KB\)](#)

Subject 14.14 2019-2020 Support Staff Salary Recommendations

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve the 2019-2020 Support Staff Salary Recommendations, as presented.

File Attachments
[2019-2020 Support Staff Salary Recommendations.pdf \(667 KB\)](#)

Subject 14.15 Salaried Support Staff Pay 2019-2020

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action (Consent)

File Attachments
[Salaried Support Staff Pay 2019-2020 Addendum.pdf \(962 KB\)](#)

Subject 14.16 2019-2020 Administrator Salary Structure

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve the 2019-2020 Administrator Salary Structure, as presented.

File Attachments
[2019-2020 Administrator Salary Structure.pdf \(612 KB\)](#)

Subject 14.17 2019-2020 Administrator Contract Days

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve the 2019-2020 Administrator Contract Days, as presented.

File Attachments
[2019-2020 Administrator Contract Days.pdf \(797 KB\)](#)

Subject 14.18 Price Increase for Child Nutrition Meals

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve a \$.20 price increase for the Child Nutrition Meals for the 2019-2020 school year to keep it at \$3.00 for an Elementary lunch.

File Attachments
[Price Increase for Child Nutrition Meals Addendum.pdf \(357 KB\)](#)

Subject 14.19 Milk Bid Recommendation for the 2019-2020 School Year

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve the Milk Bid Recommendation for the 2019-2020 School Year and the Bread Bid Recommendation for the 2019-2020 School Year, as presented.

File Attachments
[Milk Bid Recommendation for the 2019-2020 School Year.pdf \(363 KB\)](#)

Subject 14.20 Produce Bid Recommendation for the 2019-2020 School Year

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve the Produce Bid Recommendation for the 2019-2020 School Year, as presented.

File Attachments
[Produce Bid Recommendation for the 2019-2020 School Year.pdf \(419 KB\)](#)

Subject 14.21 Grocery Bid Recommendation for the 2019-2020 School Year

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

Recommended Action We need a motion to approve the Grocery Bid Recommendation for the 2019-2020 School Year, as presented.

File Attachments
[Grocery Bid Recommendation for the 2019-2020 School Year.pdf \(721 KB\)](#)

Subject 14.22 Bread Bid Recommendation for the 2019-2020 School Year

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action

File Attachments

[Bread Bid Recommendation for the 2019-2020 School Year.pdf \(351 KB\)](#)

Subject 14.23 2018-19 Final Route Approval

Meeting Jun 20, 2019 - Regular Board Meeting

Category 14. New Business

Type Action (Consent)

Recommended Action We need a motion to approve the 2018-19 Final Route Approval, as presented.

File Attachments

[2018-19 Final Route Approval.pdf \(4,562 KB\)](#)

15. Adjourn Open Session

Subject 15.1 Adjourn Open Session

Meeting Jun 20, 2019 - Regular Board Meeting

Category 15. Adjourn Open Session

Type Action

Recommended Action We need a motion to Adjourn Open Session and go back into Closed Session for the purpose of Personnel.

File Attachments

16. Personnel - RSMo 610.021 (3)

17. Adjourn Closed Session

Subject 17.1 Adjourn Closed Session

Meeting Jun 20, 2019 - Regular Board Meeting

Category 17. Adjourn Closed Session

Type Action

Recommended Action We need a motion to Adjourn Closed Session.

File Attachments

Subject 17.2 Next Regular Board Meeting Thursday, July 18, 2019

Meeting Jun 20, 2019 - Regular Board Meeting

Category 17. Adjourn Closed Session

Type Information

File Attachments



WENTZVILLE SCHOOL DISTRICT

REQUEST FOR BID (RFB) EIGHT SPECIFIC CUSTODIAL CHEMICALS

Project Manager: Diana Moore
Title: Director of Custodial Services
Phone #: 363-327-5090 ext. 23327
E-mail: dianamoore@wsdr4.org
Bid-Number: RFB-C-MAR312021-194

UPLOAD BID DOCUMENT TO VENDOR REGISTRY: March 31, 2021 by 1:00 PM CST BID
DUE APRIL 7, 2021 BY 1:00 PM.

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Bid (RFB) and as modified by any addendum thereto. All Bids must be complete and properly executed by the vendor and received by the date and time noted above to be considered.

This **REQUEST FOR BID** contains the following:

GEN - GENERAL INFORMATION FOR VENDORS/BIDDERS -- The section referred to as "General Information for Vendors/Bidders" contains general information about the District's business and Bid procedures. Not all General Information for Vendors/Bidders will pertain to each bid or proposal, but is provided as information for the current bid and possible future bids.

SPEC - "SPECIFIC PROJECT SPECIFICATIONS FOR VENDORS/BIDDERS" -- The section referred to as "Specific Project Specifications for Vendors/Bidders" contains information specific to the goods and/or services in the Request for Bid. Specifications are more detailed than the "General Information for Vendors/Bidders".

GENERAL INFORMATION FOR VENDORS/BIDDERS**GEN-1 GENERAL INFORMATION**

1. To receive this Bid or to be notified of Addendums, Vendors/Bidders MUST register through "VENDOR REGISTRY" at <http://www.wentzville.k12.mo.us> (Departments/Finance & Facilities/Purchasing).
2. It shall be the vendor's sole responsibility to insure their Bid Documents have been uploaded to Vendor Registry. Late Bids will be unable to be uploaded through the site.
3. Any agreement made with the District and the awarded vendor will be made under the laws of the state of Missouri, and for all purposes shall be construed in accordance with the laws of said state without regard to principles of conflicts of law. The agreement will also require that venue for any disputes arising out of the agreement will be in the Circuit Court of St. Charles County, Missouri.
4. Throughout this document the terms "RFP", "RFQ" and "RFB" are to be used interchangeably.
5. Throughout this document the term "District" refers to the Wentzville R-IV School District (WSD).
6. Listed under "Specific Project Specifications for Vendors/Bidders" are items for which Wentzville RIV School District is seeking Bids for a specified period of time or project.

GEN-2 FINANCIAL ABILITY

1. The District reserves the right to require the successful vendor to file proof of his ability to properly finance and execute the agreement, together with his record of successful completion of similar agreements. The District reserves the right to defer the acceptance of any Bid and the execution of an agreement for a period not exceeding ninety (90) days after the date of opening the Bids.

GEN-3 COMPANY REFERENCES, SUBCONTRACTING AND WARRANTIES

1. The District may request at least three (3) references, preferably educational institutions, whom you have supplied similar equipment and services. The names, titles and telephone numbers of contacts for each reference should be given. Unless you specify otherwise, District officials will be free to contact these references.
2. See Specific Project Specifications for Vendors/Bidders for subcontracting requirements. No subcontracting shall be permitted without prior written approval by the District. In addition, no changes in subcontractors will be permitted without prior written approval by the District.
3. See Specific Project Specifications for Vendor/Bidders for specific warranty requirements.

GEN-4 ADDENDUMS

7. Should the vendor need clarification on stated specifications or has questions of interpretation of any specifications, the vendor shall submit through Vendor Registry any clarification or question by "Request for Additional Information" date listed in the RFB. All responses to questions or clarifications along with any bid addendums will be posted through Vendor Registry.
8. To receive notification of Addendums, Vendors/Bidders MUST register through "VENDOR REGISTRY" at <http://www.wentzville.k12.mo.us> (Departments/Finance &

Facilities/Purchasing).

9. It is the vendor's responsibility to verify if any addendums have been brought forth. Vendor must register through Vendor Registry to receive notifications of addendums.
10. All addendums will become part of the Bid document.
11. Should the vendor fail to accurately respond to the specifications of an RFB and/or omit required RFB information, the District reserves the right to disqualify the RFB based on irregularities. It shall be each vendor's responsibility to obtain and verify all the information required on RFB held within, prior to the submission of stated RFB. No objections with regard to the application, meaning, or interpretation of any or all of the specifications and/or the general information will be considered after the closing date and time of this RFB.

GEN-5

BID RESPONSES

See "SPECIFIC PROJECT SPECIFICATIONS FOR VENDORS/BIDDERS" for how to respond to Bid, it will be one of two ways:

1. "Sealed Envelope"
2. "Vendor Registry"

GEN-6

EVALUATION

1. Upon receipt and after opening, all Bids will be evaluated by the District. No decision as to vendor recommendation will be made at the scheduled opening. Additional information necessary to the evaluation process will be requested from the vendor, where appropriate.
2. The District may inspect the vendor's facilities to ensure that the vendor can provide the necessary services specified under this agreement.
3. Sufficient inventory of specified items may be required to be maintained by the vendor during the agreement period in order to meet the requirements of the District. Vendor's commitment to maintain a supply of items currently used by the District may be a consideration when evaluating the Bid.

GEN-7

BASIS OF AWARD

1. The District's policy is to award a Bid based upon the "lowest and responsible" Bid. However, the District will also strive to select equipment, supplies and services, which best fulfill the District's overall needs. In making the award, the District will take the following factors into consideration:
 - Extent to which services and/or items meet or exceed specifications and function;
 - Vendor's ability to supply all or most items/services required;
 - Vendor's ability to maintain a sufficient supply of items needed by the District;
 - Any prior experience or history between the District and vendor;
 - Financial strength of the company;
 - The price proposed by the vendor;
 - Other factors deemed significant by District officials.
2. The District reserves the right to reject a Bid for any reason; to accept any Bid which it deems to be in its best interest; and to reject all Bids and solicit new Bids. The District reserves the right to waive any technicalities and requirements in this Specifications and Bid Form.
3. The District reserves the right to discontinue any agreement with the vendor by giving written thirty-day notice if circumstances warrant such action. Examples of

such circumstances include, but shall not be limited to: budget/financial considerations; vendor service/product no longer required; and unsatisfactory vendor performance (see GEN-9), etc.

GEN-8 POOR OR NONPERFORMANCE

1. During the term of the contract, the District may terminate the contract for nonperformance, poor performance, late delivery, or other cause. The decision to terminate rests solely with the District and/or its duly appointed representative. In the event of termination, the District shall give the vendor written notice thirty (30) days prior to termination. The District may thereafter procure products or services from other vendors.
2. The vendor takes all responsibility for substandard or defective materials and will replace all items as determined by the District.

GEN-9 DOMESTIC PRODUCTS PROCUREMENT

1. The District encourages its staff to purchase or lease products manufactured, or produced in the United States and for contractors and subcontractors of the District to do the same when providing goods and services to the District.
2. It is also the policy of the District to give preference to commodities manufactured, mined, produced or grown within the state of Missouri and to give preference to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when quality, price and delivery are approximately the same. (Legal Reference Section 171.181 RSMo.)
3. The Board of Education may make awards to local businesses located within the WSD and paying property taxes received by WSD. The WSD Board of Education may grant such local businesses a 2% advantage not to exceed \$500 per invitation. (Financial Operation - Board Policy 3180).

GEN-10 BILLING AND PAYMENT

1. For awarded Bids that require the purchase of "goods", all shipments must be accompanied by a packing list giving a complete description of items, total quantity of items, and total number of containers in the shipment. Packing list should also show District purchase order number, quantity and item(s) shipped along with proper shipping address. The invoice should be sent to 280 Interstate Drive, Wentzville, MO 63385 and include the purchase order number, quantity and item(s) shipped with price(s).
2. Invoice payments are subject to the WSD Board of Education approval and will be made in accordance with WSD payment cycles.

GEN-11 DELIVERY

1. For awarded Bids that require the delivery of "goods", the purchase order will specify delivery requirements.

GEN-12 PRICE

1. Price(s) will be mandated by the RFB specifications and the length that prices will stay in effect will be mandated by the RFB specifications.

GEN-13 COLLUSION CLAUSE

By submission of this Bid, each vendor, anyone signing on behalf of a vendor, and in the case of a joint Bid, each party thereto, certifies under penalty of perjury, that to the best of his knowledge and belief:

1. The prices of this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or competitor; Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and no attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

GEN-14 TAX EXEMPT STATUS

1. The vendor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the vendor which are legally enacted when Bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
2. As set forth in 144.062 RSMo and 144.030 RSMo, contractors who purchase materials and/or supplies "for the purpose of constructing, repairing, or remodeling facilities for" the District are exempt from paying sales tax. The official State Tax exemption certificate will be furnished to the contractor. The quoted phrase was taken directly from the statute.

GEN-15 "OR EQUAL"

1. Whenever material, article or piece of equipment is identified in the specifications by reference to manufacturers' trade name(s) etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform the duties imposed will be considered equal provided the material, article or equipment so proposed is, in the opinion of the Purchasing Office or using department, of equal substance and function. However, in some instances, the District will insist on specific brand names to meet District needs and requirements and will not permit "substitutes" or "or equals."
2. See Specific Project Specifications for Vendors/Bidders for substitution requests.

GEN-16 TOBACCO FREE ENVIRONMENT

1. WSD has adopted a tobacco free policy effective July 1, 1997. No tobacco products may be used in the facilities or on the grounds.

GEN-17 INDEMNIFICATION

1. To the fullest extent permitted by the law the Vendor shall indemnify, defend with legal counsel acceptable to the District, and hold harmless the District, its Board of Education, Board Members, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from personal injury, bodily injury, sickness, disease, or death, failure to make payment to suppliers, or injury to or destruction of tangible property, but only

to the extent caused by the acts or omissions of the Vendor, or anyone directly or indirectly employed by the Vendor, or anyone for whose acts the Vendor may be liable.

2. By responding to this RFB, all vendors acknowledge and agree that the District cannot and will not agree to indemnify, defend or hold harmless the vendor in any manner.

GEN-18

SECURITY IDENTIFICATION BADGES (relates to construction services)

1. All vendor employees servicing, repairing, delivery within the school buildings will be required to sign-in at the front office and receive a temporary security badge.
2. Construction contractor or subcontractor employees working on project sites will be required to obtain security identification badges before coming to the project site. Badges may be obtained by the District's Executive Director of Facilities, the District's architectural firm or the general contractor. For questions concerning security badges contact John Blanton, Executive Director of Facilities at 636-327-3800 ext. 20329.
 - a. To obtain a construction security identification badge, the contractor or subcontractor employee shall be required to give their full name, present personal identification verifying their name (e.g., driver's license), give their employer's company name, and present documentation verifying their employment with the company (e.g., business card, identification letter on company letterhead, etc.). During normal working hours, employment confirmation may be made by a confirming telephone call to the company.
 - b. Security identification badge must be kept with the contractor or subcontractor employee and prominently displayed while they are on the project site. The security identification badge may be temporarily removed from prominent display if the security identification badge will pose a safety threat to the contractor or subcontractor employee as the employee carries out the work.
 - c. If the contractor or subcontractor employee temporarily removes the security identification badge from prominent display for safety purposes, the contractor or subcontractor employee shall promptly present the security identification badge to any employee of the District that requests to see the security identification badge. Failure to promptly present the security identification badge shall be grounds for instant removal of the contractor or subcontractor employee from the project site until the security identification badge can be presented. If the contractor or subcontractor employee fails to present the security identification badge a second time, the District may request the contractor or subcontractor employee to be removed from the project site permanently.
 - d. No employee of the vendor shall be authorized to have contact with or otherwise be in the presence of District students without a District employee also being present.

GEN-19

REQUIRED E-VERIFY COMPLIANCE

1. Vendors will be required to comply with Section 285.530(2) RSMo. (Cum. Supp. 2008) regarding enrollment and participation in a federal work authorization program. The vendor represents and warrants that it is in compliance with Section 285.530 at the time of award of this RFB. Vendors will be required to provide a sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that vendor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to

- any agreement entered into with the District.
2. FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") must be filled out and sent in the sealed envelope or scanned through vendor registry.
3. FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT must be filled out and notarized and sent in the sealed envelope or scanned through vendor registry.

GEN-20 CONSTRUCTION PROJECTS – CONTRACTORS & SUB-CONTRACTORS

1. Pursuant to Section 292.675 RSMo the construction contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is as stringent as an approved OSHA program within sixty (60) days of beginning work on this project.
2. It shall be mandatory upon the contractor and any subcontractor under him/her to pay not less than the specified rates to all workmen employed by them in the execution of the contract, (see 290.250, RSMo).
3. Contractors and sub-contractors shall forfeit as a penalty to the state, county, city and county district or other political subdivision on whose behalf the agreement is made or awarded one hundred dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said agreement, by him/her or by any subcontractor under him/her, and the said public body awarding the agreement shall cause to be inserted in the agreement a stipulation to this effect, (see 290.250 RSMo).
4. Contractor must post a legible list of all prevailing wage rates in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. Notice must be posted during the full time that any worker is employed on the job, (see section 290.265, RSMo).
5. The WSD will make final payment only after the vendor has filed an affidavit of Compliance with the contracting public body, (see section 290.290 and 290.325, RSMo). Before final payment will be made, the contractor and all subcontractors must file an Affidavit of Compliance with the contracting public body. No payment can be legally made by the public body (WSD) to the contractor(s) until this affidavit is filed in proper form and with the public body (WSD).
6. All workmen must be experienced in this line of work, the job site must be left in a clean first-class condition, and free of debris on a daily basis.
7. The Contractor shall comply with all applicable state laws, municipal ordinances and the rules and regulations of governing authorities. The Contractor shall observe all regulations governing the provisions of the State Worker's Compensation Law. The Contractor shall save and hold harmless the District from and against all liability, claims and demands on account of personal injuries, property loss or damage of any kind whatsoever connected with the performance and agreement entered into with the District.
8. Only Missouri laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo). Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at http://www.dolir.mo.gov/ls/faq/faq_PublicWorksEmployment.asp or view the statute 290.550 – 290.580 RSMo, at <http://www.moga.mo.gov/statutes/C290.HTM>. Nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indian, Kansas,

Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, and Wisconsin.

9. Current (as of release date of RFB/RFP) *Prevailing Wage Order* issued by the Missouri Division of Labor Standards will apply to all construction projects.

GEN-21

VENDOR REQUIREMENTS – (IF APPLICABLE)

1. The vendor shall possess all current permits and licenses for operation.
2. No vendor staff will not be under the influence of alcohol and/or drugs in the performance of their duties with the District. Rudeness, vulgar or obscene language or inappropriate physical contact will not be tolerated.
3. All employees, contractors and subcontractors working for or associated with the vendor, who will be on any school premises during school hours, must have cleared both a Missouri Highway Patrol and a FBI background check. This may be proprietary information and can be kept with the vendor, however the vendor must supply paperwork stating their employees have cleared the checks. No vendor employee, contractor or subcontract will be allowed on any District premises who is a registered sex offender.
4. Should services require vendor's staff to interact with students:
 - a. All vendor staff will have an FBI/Highway Patrol Background Check which includes fingerprints. The charge for this process will be paid by the vendor for all staff who will be in District Facilities. Vendor staff who have been convicted of a felony or misdemeanor may not be allowed to provide services to the District.
 - b. All vendor staff who provide services to the District will have a TUBERCULIN PPD (Tuberculosis) test performed prior to being scheduled to work. This will be at no charge to the District. Vendor staff who test positive for Tuberculosis may not be allowed to provide services to the District.
 - c. All vendor staff will have their name run through the Missouri State Highway Patrol/Missouri Department of Social Services Child Abuse or Neglect Criminal Records check. There is no charge for this service.
 - d. It is the total responsibility for the vendor to insure that their above paperwork mentioned is on file with the WSD Human Resource Department. If the appropriate forms are not on file and kept up to date, those individuals will not be allowed to transport students until forms are on file with the WSD Human Resource Department.
5. The vendor shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the school board: including any committee member for the purpose of influencing consideration of this RFB.
6. It shall be each vendor's responsibility to obtain and verify all the information required on this Bid, prior to the submission of the Bid. No objections with regard to the application, meaning, or interpretation of any or all of the specifications and/or the general information will be considered after the closing date and time of this Bid. No claims of misinterpretation or lack of understanding of any information relating to this Bid will be accepted after to closing date and time.
7. Vendors are expected to utilize the Project Manager as the sole representative for ALL information regarding this RFB. Vendors, who contact any other district employee or representative of the District regarding the subject of this RFB, are subject to disqualification.
8. The vendor must have been in business for a minimum of five years.

9. The vendor will not assign any of the rights, duties, or payments arising under any agreement to any third party without the consent of the District.
10. The vendor will disclose if any of the owners of their company are employed by WSD, including persons who may subbed for the district or have retired from the district.
11. It is the intent of this RFB and specifications to select a vendor or vendors to create a working agreement between all parties. The District however is under no obligation to assign, reward or select any vendor for the fulfillment of this RFB.
12. By submitting a RFB, the vendor specifically agrees that the decision of WSD is final and binding and agrees to all contents of this RFB.
13. The vendor will comply with the Fair Labor Standards Act, Fair Employment Practices Act, Equal Opportunity Employment Act, Missouri Human Rights Act and all other applicable Federal and State laws, as well as the applicable Policies and Regulations of the District's Board of Education.
14. Every provision of law and clause required by law to be inserted in any agreement with the District will be deemed to be inserted and the agreement will be read and enforced as though it were included.
15. No vendor will perform service or deliver product without a District purchase order.
16. It is expected that the vendor will provide their best pricing and services on this RFP/RFB. The District will not negotiate with any vendor after the proposals have been read publicly.

GEN-22**INSURANCE REQUIREMENTS**

Vendors, contractors and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration for any service or project and through the correction period stated in the agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating or A-IX or higher:

1. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than \$1,000,000 each accident for bodily injury, \$1,000,000 for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers compensation act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. If the contractor's Employers Liability limits are below those stated above an umbrella liability policy may be used to the requested limit.
2. Commercial General Liability Insurance: Shall carry Commercial General Liability Insurance written on ISO occurrence for CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:
 - a. Premises and Operations
 - b. Products and Completed Operations
 - c. Contractual Liability insuring the obligations assumed by the Contractor under this Contract
 - d. Personal Injury Liability and Advertising Injury Liability
 - e. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed

Operations coverage must be maintained for the correction period provided by any agreement with the District.

3. Limit of Liability: The Commercial General Liability policy limits shall not be less than:
 - a. \$1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
 - b. \$2,000,000 Aggregate for Products/Completed Operations
 - c. \$1,000,000 Personal Injury/Advertising Injury
 - d. \$2,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available. If not, see Umbrella Liability section).
4. Additional Insured: The District, all of its officers, directors and employees, shall be named as Additional Insured under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 or equivalent should also be used. These endorsements must be stated on the Insurance certificate provided to the District and a copy of the endorsements confirming coverage should accompany the insurance certificate.
5. Primary Coverage: Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect (if applicable) or the District shall be excess only and will not contribute with vendor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.
6. Business Automobile Liability Insurance: The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA 0020 or a substitute form providing equivalent coverage and shall be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the District and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the District shall be excess only and will not contribute with Contractor's Insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the Insurance certificate.
7. Umbrella Excess Liability: Should provide an umbrella excess liability policy that will provide a minimum of \$2,000,000 per occurrence/ \$2,000,000 aggregate over the above listed coverage's. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits should be \$3,000,000 per occurrence/ \$3,000,000 aggregate.
8. Waiver of Subrogation: The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the District and its officers, director and employees.
9. Certificates of Insurance: As evidence of the Insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the vendor to the District and Architect (If applicable) before any work is commenced by the vendor. The District shall have the right, but not the obligation, to prohibit vendor, contractor or any subcontractor from entering the project site until such certificates are received and approved by the District. With respect to insurance to be maintained after final payment, an additional certificate (s) evidencing such coverage shall be promptly provided to the District as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the District. Failure to maintain the insurance required herein may result in termination of any agreement at District's option. In the event the vendor does not comply with the requirements of this section, the

District shall have the right, but not the obligation, to provide insurance coverage to protect the District and Architect (if applicable), and charge the vendor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect (if applicable), but any acceptance of insurance certificates by the Architect (if applicable) or District shall in no way limit or relieve the vendor, contractor or any subcontractor of their duties and responsibilities in the agreement.

10. Copies of Policies: Shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of the District's written request for said policies.
11. Subcontractors: Vendor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each subcontractor, subcontractors' commercial/general liability and business automobile liability insurance shall name the District and its Architect (if applicable) as Additional Insureds and have the Waiver of Subrogation endorsement added.
12. Other Insurance: The District may require insurance coverage in excess of the types and amounts required in this Exhibit. Vendor shall attempt in good faith to obtain quotes for such additional coverage and provide them to the District for review. Vendor shall purchase any such additional insurance as may be requested by the District in writing. The District shall pay any additional premium for such additional coverage.

GEN-23

GOVERNING LAW, JURISDICTION AND VENUE

1. The agreement shall be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under the agreement, the venue for such actions shall be the Circuit Court of St. Charles County, Missouri.

GEN-24

CONFIDENTIALITY

1. To the extent that is applicable, the vendor will observe the confidentiality of and protect student information in accordance with applicable law, including but not limited to the Family Educational Rights and Privacy Act, (FERPA), 10 U.S.C. § 1232g, and the Health Insurance Portability and Accountability Act (HIPAA), and will indemnify the District for any damages suffered by it, by reason of vendor's failure to do so.

GEN-25

BID BONDS & PERFORMANCE/PAYMENT BONDS

1. Bid Bonds and/or Performance/Payment Bonds, if required will be stated in the Specific Project Specifications for Vendor/Bidders.

GEN-26

AGREEMENT SPECIFICATIONS

1. No compensation will be given to the vendor that is over and above the rates provided in the RFB without prior written approval from WSD authorized representative.
2. Upon receipt of an invoice from the vendor, WSD shall have up to 45 days to provide payment for the same unless an objection to the amount charges is made by the District. If an objection is made, the parties shall discuss the objection and attempt

- to reach a resolution. The District will always do their best to pay invoices within a 30 day period, provided an invoice is provided in a timely manner to Accounts Payable.
3. This agreement may be terminated in the event of a breach of the terms of the agreement. In such an event, the non-breaching party shall provide the breaching party with written notice of the breach. The breaching party shall then have (97) seven days to cure said breach. If the breach is not cured within the time allotted, the non-breaching party may terminate the agreement immediately.
 4. Notwithstanding the foregoing, the District shall have the option of terminating the agreement without cause by providing notice of the same to vendor within (30) thirty days of the termination. In such an event, the vendor shall be entitled to all compensation earned for services authorized and provided up to the date of termination.
 5. The vendor will obtain all permits required by law for transactions under this agreement.
 6. The vendor will comply with the Fair Standards Act, Fair Employees Practices, Equal Opportunity Employment Act, Missouri Human Rights Act and all other applicable Federal and State laws and District Policy.
 7. The vendor warrants that all goods or services provided under this agreement will meet or exceed all applicable Federal, State, and Local Statutes, Ordinances and Codes including but not limited to the American with Disability Act of 1990.
 8. Every provision of the law and clauses required by law to be inserted in this agreement will be read and enforced as though it were included herein.
 9. The vendor shall not utilize an employee or subcontractor for any purpose to execute any part of this agreement who is a registered sex offender.
 10. The vendor shall adhere to all of the District's rules, regulations, policies, and procedures when engaged in the performance of this agreement, including but not limited to Board Policies, the Family Educational Rights and Privacy Act, 20 U.S.C § 1232 (g) (FERPA), 45 CFR §§ 160 and 164 ("HIPAA Privacy Rule"), if applicable, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and all civil rights laws.
 11. The District and the vendor are acting herein as independent contractors and independent employees. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and not party shall have the authority to bind the other in any respect. Vendor and any person employed by or conducting business with the District shall not be a partner, employee, agent or joint venture of the District.
 12. This agreement may be modified, amended or changed only by a written document signed by both parties.
 13. Governing Law, Jurisdiction and Venue – This agreement shall be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under this agreement, the venue for such actions shall be the Circuit Court of St. Charles County, Missouri.
 14. Confidentiality - To the extent that it is applicable, the vendor will observe the confidentiality of and protect student information in accordance with applicable law, including but not limited to the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g, and will indemnify the District for any damages suffered by it by reason of vendor's failure to do so. To the extent that vendor will have access to personally identifiable information and student educational records as defined under FERPA, vendor acknowledges the following: vendor is performing an institutional service or function for with the District would otherwise use employees; vendor is under the direct control of the District with respect to the use and maintenance of any personally identifiable information of student; and vendor is subject to the

requirements of FERPA governing the use and re-disclosure of personally identifiable information from education records.

15. The District will not agree to indemnify or hold harmless any vendor for its own acts or omissions (intentional, negligent or otherwise), including product liability (if applicable) for injuries or damages that do not arise from acts or omission of the District, or for injuries or damages for which the District has sovereign immunity. Vendor shall defend, hold harmless and indemnify the District, its governing Board, officers, agents, and employees from every claim, demand, losses and expenses which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any act or omission, negligent or otherwise, or otherwise, or willful misconduct of vendor or any person, firm or corporation, employed by the vendor, including subcontractors, in connection with the vendor's performance under this agreement. Vendor, at its own expense and risk, shall defend any legal proceeding that may be brought against the District, its governing Board, officers, agents and employees on any such claim or demand, and satisfy any judgment that may be rendered against the District or its governing Board, therein. Vendor also agrees to reimburse the District, its agents and employees for any sum which the District is required to pay on account of such demand, claim or lawsuit including attorney's fees.
16. Sovereign Immunity – Nothing in the agreement shall constitute a waiver of any immunity, sovereign or otherwise, granted to the District by common law or pursuant to Missouri law, including, but not limited to Section 537.600 et seq., of the Missouri Revised Statutes.
17. Assignment – Vendor may not assign, subcontract or transfer any of its rights, burdens, duties, or obligations under this agreement with the written consent of the District.
18. In the event any terms of these agreement conditions conflict with RFP or the Proposal, the terms of these agreement conditions shall be controlling. In the event that any terms of the RFP conflict with the Proposal, the terms of the RFP shall be controlling.



WENTZVILLE SCHOOL DISTRICT

SPECIFIC PROJECT SPECIFICATIONS FOR VENDORS/BIDDERS

RFB NUMBER: RFB-C-MAR312021-194	RELEASE DATE: March 10, 2021	RFB NAME: Eight Specific Custodial Chemical Items
DUE DATE THROUGH VENDOR REGISTRY BY Date: March 31, 2021 Time: 1:00 PM CST BID DUE APRIL 7, 2021 at 1:00 PM		Request for Additional Information Date March 22, 2021 by 1:00 PM CST
Project Manager: Diana Moore Title: Director of Custodial Services PH: 636-327-5090 ext. 23327 dianamoore@wsdr4.org		RETURN BID TO: Vendor Registry by 1:00 PM CST March 31, 2021

SPEC-1

SCOPE

1. The purpose of this Request for Bid (RFB) is to select one (1) vendor to supply four specific Custodial Chemicals, and to give the Wentzville School District the option to choose a separate vendor to supply four other chemicals: Floor Care Products (Stripper, Floor Finish (Wax), Carpet Cleaner and a Foam Control Solution).
2. This agreement is for three (3) years beginning May 1, 2021 and ending April 30, 2024. This agreement may be extended for an additional year up to two years if both parties agree and there are no price increases.

SPEC-2**EIGHT CUSTODIAL CHEMICALS**

1. **A disinfectant and multipurpose cleaner.** Must contain Hydrogen Peroxide, Accelerated Hydrogen Peroxide, Lactic Acid, Caprylic Acid and/or Citric Acid as an active ingredient. Must have a 2-minute dwell time to destroy or irreversibly inactivate the Influenza-A, MRSA, tuberculosis and Covid-19 viruses. A Closed-Dilution Control System is required. **Disinfectant needs to be able to be safe and effective when used in an electrostatic sprayer and/or mister.**
2. **A glass cleaner and multi-surface cleaner.** Must meet industry acceptable performance standards. Must be compliant with OSHA requirements. A Closed-Dilution Control System is required.
3. **A general-purpose cleaner.** Must meet industry acceptable performance standards. Must be compliant with OSHA requirements. A Closed-Dilution Control System is required. Intended use of routine cleaning of hard surfaces and remove rust, mineral deposits or odors.
4. **Neutral Floor Cleaner.** Must meet industry acceptable performance standards. Intended use to clean day-to-day dirt buildup on hard surface floors and compatible to use in Automatic Floor Machines. A Closed-Dilution Control System is required.
5. **Degreaser.** Must meet industry acceptable performance standards. Intended use on Kitchen floors.
6. **Carpet Cleaner.** Must meet industry acceptable performance standards. Intended use of deep cleaning carpets and carpet spotting. Used in conjunction with a defoamer, and in carpet extractors.
7. **Foam Control Chemical.** Must meet industry acceptable performance standards. Intended use in conjunction with a wet extraction cleaning for the deep cleaning of carpets.
8. **Floor Wax.** Must meet the ASTM D 2834 of at least 18-20% solids and meet the ASTM1455 85% shine.
9. **Floor Stripper.** Must contain no objectionable odor during use and leave no residual odor. Cleaner should flow readily when poured from the container and free from any sediment. It should contain no phosphates. Stripper MUST remove all floor finish products (wax).
10. **The District may ask for samples of all or some the products.**

SPEC-3**DISPENSER SPECIFICATIONS**

1. The awarded vendor will change out all the chemical dispensers in the Custodial closets. The vendor will provide 1500 spray bottle and spray makers, along with 4,000 labels.
2. The District will add a high school in the fall of 2021.
3. The District will add a middle school in the fall of 2022.

SPEC-4**PRODUCT DELIVERIES**

1. All deliveries will be made to the Annex Building Warehouse at 290 Interstate Drive, Wentzville, MO 63385.

SPEC-5**DISPINSER LOCATIONS**

- ☐ Timberland High School – 559 E Hwy N, Wentzville 63385
- ☐ Holt High School – 600 Campus Dr., Wentzville 63385

- ☐ Liberty High School – 2275 Sommers Rd., Lake St. Louis 63367
- ☐ North Point High School – 2255 West Meyer Road, Wentzville 63385
- ☐ South Middle School – 561 E Hwy N, Wentzville 63385
- ☐ Wentzville Middle School – 405 Campus Dr., Wentzville 63385
- ☐ Frontier Middle School – 9233 Hwy DD, O’Fallon, 63368
- ☐ Heritage Primary Elementary – 612 Blumhoff, Wentzville 63385
- ☐ Heritage Intermediate Elementary – 601 Carr St., Wentzville 63385
- ☐ Green Tree Elementary – 1000 Ronald Reagan Dr., Lake St. Louis, 63367
- ☐ Crossroads Elementary – 7500 Hwy N, O’Fallon, 63368
- ☐ Boone Trail Elementary – 555 E Hwy N, Wentzville 63385
- ☐ Prairie View Elementary – 1550 Feise Rd., Dardenne Prairie 63368
- ☐ Peine Ridge Elementary – 1107 Peine Rd., Wentzville 63385
- ☐ Duello Elementary – 1814 Duello Rd., Lake St. Louis, 63367
- ☐ Discovery Ridge Elementary – 2523 Sommers Rd., O’Fallon 63367
- ☐ Lakeview Elementary – 2501 Mexico Rd. O’Fallon 63366
- ☐ Stone Creek Elementary – 1850 Hwy Z Wentzville 63385
- ☐ Wabash Elementary – 100 Golden Gate Parkway, Foristell 63348
- ☐ Journey Elementary - 2000 Interstate Drive, Wentzville 63385
- ☐ Barfield Early Childhood – 2025 Hanley Rd., Dardenne Prairie 63368
- ☐ The Mind Development Center – 2120 Bryan Valley Commercial Dr., O’Fallon 63366
- ☐ Administration Center – 280 Interstate Drive, Wentzville 63385
- ☐ Annex Building – 290 Interstate Drive, Wentzville 63385
- ☐ Transportation Building – 100 Logistics Center Dr., Wentzville 63385
- ☐ Pearce Hall – 317 West Pearce Blvd., Wentzville 63385
- ☐ Berrey-Place – One Campus Drive, Wentzville 63385
- ☐ Support Services Warehouse – 101 Support Service Dr., Wentzville 63385

SPEC-6**BID RESPONSE DOCUMENTS FOR VENDOR REGISTRY (Due 3/31/2021 at 1:00 PM)**

1. Upload the following completed documents to Vendor Registry:
 - a. SPEC 7 - VENDOR SIGNATURE AUTHORIZATION & THREE REFERENCES
 - b. SPEC 8 - FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY)
 - c. SPEC 9 - FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT
 - d. SPEC 10 – BID FORM (Separate Excel Spreadsheet)
2. All documents must be “named and saved” before uploading can take place.
3. It is the vendor/bidder’s responsibility to ensure their documents are uploaded properly.
4. Vendor Registry will close the Bid exactly at 1:00 PM on March 31, 2021.

SPEC-7 VENDOR SIGNATURE AUTHORIZATION & THREE REFERENCES FORM
(Upload to Vendor Registry)

Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State Zip		
Phone #:	Fax #:	E-Mail Address

THREE (3) REFERENCES:

Company Name: _____
 Address: _____
 Phone: _____
 Contact Name: _____
 Description on Work Performed: _____

Company Name: _____
 Address: _____
 Phone: _____
 Contact Name: _____
 Description on Work Performed: _____

Company Name: _____
 Address: _____
 Phone: _____
 Contact Name: _____
 Description on Work Performed: _____

Acknowledgment of Any Addendum/s

Signature _____

SPEC-8 FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY)
(Upload to Vendor Registry)

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school District must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a. Agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b. Agrees it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c. Agrees that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d. Agrees you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e. Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) of your participation in E-Verify;
- f. Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g. Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

SPEC-9

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

(Upload to Vendor Registry)

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify. Company does not knowingly employ any person who is an unauthorized alien in connection with the Services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 202_____.

NOTARY PUBLIC

My commission expires:

SPEC-10

BID SPREADSHEET (Provided separately)

1. Complete the Bid Form which is a separate Excel Spreadsheet.
2. Must "name and save" spreadsheet before uploading can take place on Vendor Registry.
3. It is the vendor/bidder's responsibility to ensure their documents are uploaded properly. Blank documents will be considered a No-BID.
4. Vendor Registry will close the portal to this Bid exactly at 1:00 PM on March 31, 2021.

**EXHIBIT 5**

TO: Dr. Cain & Board of Education

CC: Richard Angevine
John Blanton

FROM: Diana Moore

DATE: May 13, 2021

RE: Cleaning Chemicals

The Custodial Department recently held a sealed bid for the district cleaning chemicals for a three (3) year agreement with the ability to extend for an additional two (2) years should both parties agree. This bid was advertised in the paper and posted on Vendor Registry explaining the criteria of the chemicals. We had a bid opening on March 10, 2021, and had ten responses. The bids are as follows:

VENDOR	LOCATION	PRODUCTS	TOTAL	NOTES
Royal Papers Inc	St. Louis, MO	Spartan Cog Glass Spartan Cog Xcelente 24	N/A	Did not follow bid instructions / disqualified
ACUITY	Atlanta, GA	ZEP Glass Cleaner ZEP Apriza II ZEP pH Perfect Floor	\$49,026.00	
SJB INDUSTRIAL	Wentzville, MO	ZEP Glass Cleaner ZEP Pine Multi-Purpose ZEP Neutral FI Cleaner	\$38,836.20	Award bid / lowest price and local vendor
NEW SYSTEM	Earth City, MO	Clear Image Glass Top Flite All Purpose Ph7 Ultra Floor Cleaner	\$80,886.40	
FERGUSON	St. Louis, MO	Glass & Surface Cleaner Industrial Degreaser Hi Performance Neutral	\$41,565.51	
DUTCH HOLLOW	Belleville, IL	SSS #74 Clear Out Glass SSS #54 Savanna Neutral SSS #73 Power Hitter	\$39,781.00	
Industrial Soap	St. Louis, MO	Victoria Bay Glass VB – All Purpose VB – Neutral FI Cleaner	\$43,030.50	
Ecolab, Inc.	St. Paul, MN	Peroxide Multi-Surface High Performance Floor Cleaner	\$62,100.40	Peroxide Multi-Surface; for Glass and General Purpose (dual use)

BUCKEYE	Maryland Heights, MO	Star Spray Tenacity True 7	\$54,801.90	
ALL-TYPE	St. Louis, MO	Multi Clean #2 Glass Multi Clean #70 General Purpose Multi Clean #5 Century	\$72,837.70	

The bid is for the purchase of approximately 70 gallons of Glass Cleaner, 450 gallons of General-Purpose Cleaner, and 600 gallons of pH Neutral Floor Cleaner for use throughout the WSD District. These chemicals must be dispensed in order to create a ready-to-use product.

We took into consideration the cost of the product. The bid also included the installation of chemical dispensers in all Custodial Services closets throughout the District.

We would like to recommend SJB Industrial Supply be awarded a three-year contract for the purchase of the three cleaning chemicals beginning June 1, 2021, in the amount of \$38,836.20.



**Thursday, May 20, 2021
Regular Board Meeting**

**WENTZVILLE R-IV SCHOOL DISTRICT
HOLT HIGH SCHOOL LIBRARY & AUDITORIUM
600 CAMPUS DRIVE
WENTZVILLE, MISSOURI 63385**

Regular Board Meeting

Closed Session 4:30 PM - LIBRARY

Open Session 6:30 PM - AUDITORIUM

***Due to practicing safe social distancing Open Session will be held at Holt High School in the Auditorium. We will continue to offer livestream which will be available on BoardDocs the day of the Board Meeting. Please be aware that proper face coverings are required of all Board Meeting attendees.**

1. Start of Meeting - 4:30 PM

Subject 1.1 Open Session - Call to Order
Meeting May 20, 2021 - Regular Board Meeting
Category 1. Start of Meeting - 4:30 PM
Type Action
Recommended Action We need a motion to go into closed session for the purpose of Student Matters, Personnel and Legal.

File Attachments

2. Closed Session

Subject 2.1 Approval of Closed Session Agenda
Meeting May 20, 2021 - Regular Board Meeting
Category 2. Closed Session
Type Action
Recommended Action We need a motion to approve the closed session agenda for May 20, 2021, as presented.

File Attachments

3. Student Matters - RSMo 610.021 (6)

4. Personnel - RSMo 610.021 (3)

5. Legal RSMo 610.021 (1)

6. Adjourn Closed Session

Subject 6.1 Adjourn Closed Session

Meeting May 20, 2021 - Regular Board Meeting

Category 6. Adjourn Closed Session

Type Action

Recommended Action We need a motion to adjourn closed session.

File Attachments

7. Open Session - 6:30 PM

Subject 7.1 Open Session - Call to Order

Meeting May 20, 2021 - Regular Board Meeting

Category 7. Open Session - 6:30 PM

Type Procedural

File Attachments

Subject 7.2 Pledge of Allegiance

Meeting May 20, 2021 - Regular Board Meeting

Category 7. Open Session - 6:30 PM

Type Procedural

File Attachments

8. Recognition

Subject 8.1 Jennifer Hancock and Justin Wilmes - Finalists for Presidential Award for Excellence in Mathematics and Science Teaching

Meeting May 20, 2021 - Regular Board Meeting

Category 8. Recognition

Type Recognition

File Attachments

Subject 8.2 March 20th Vaccination POD Partners - Wentzville Fire Department & Chick-Fil-A

Meeting May 20, 2021 - Regular Board Meeting

Category 8. Recognition

Type Recognition

File Attachments

9. Mission Statement

Subject 9.1 Mission Statement - Learning Today, Leading Tomorrow

Meeting May 20, 2021 - Regular Board Meeting

Category 9. Mission Statement

Type Procedural

Learning Today, Leading Tomorrow

File Attachments

10. Public Forum

Subject 10.1 Public Forum - May 20, 2021

Meeting May 20, 2021 - Regular Board Meeting

Category 10. Public Forum

Type Information, Procedural

Residents of the District at each regular meeting have an opportunity to provide their points of view relating to the operation of the District during a thirty (30) minute time period referred to as a "Public Forum." Guidelines for the Public Forum are as follows:

1. Each resident of the District requesting time to speak during the Public Forum will register his/her name, address and state the issue to be discussed with the recording secretary prior to the meeting being called to order. Regularly scheduled Board of Education meetings will be called to order at 6:30 p.m. unless otherwise noted on the meeting agenda. The sign-up sheet for Public Forum will be available up to one (1) hour before the meeting and will be located at the site of the meeting.
2. The Board President will call the speakers to the floor. Each speaker shall give his/her name and address upon recognition by the President.
3. A maximum of ten (10) speakers will be allowed up to three (3) minutes for their presentations, unless extended by the Board President. If more time is required for presentation, the citizens should consider District policy for placement on the regular meeting's agenda.
4. Due to the possible number of speakers during the Public Forum, the Board President may limit or extend the speaking time.
5. If a number of speakers wish to speak on the same topic, the group may select a spokesperson to present that information.
6. A speaker may address the Board only once during the Public Forum.
7. Speakers may offer such objective concerns of the school operations as they deem appropriate. The Board will not hear personal complaints of school personnel nor against any person connected with the District in public session. Matters involving personnel shall be discussed by the Board in executive session.
8. An employee of the Wentzville School District may address the Board by following the public forum guidelines regardless of whether the employee is a resident of the district.

File Attachments

11. Consent Agenda

Subject 11.1 Approval of Consent Agenda Items

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

Recommended Action We need a motion to approve the consent agenda, as presented/amended.

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Some of the items listed under the consent agenda may have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

File Attachments

Subject 11.2 Open Session Agenda

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

Subject 11.3 Approval of Open Session Minutes for April 22, 2021, April 28, 2021 and May 15, 2021

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[April 22, 2021 Minutes OPEN.pdf \(169 KB\)](#)[April 28, 2021 Minutes OPEN.pdf \(138 KB\)](#)[May 15, 2021 OPEN Addendum.pdf \(147 KB\)](#)**Subject** 11.4 Bills for Payment May 2021

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[AP Bill List May 2021.pdf \(2,266 KB\)](#)
[PCard Bill List May 2021.pdf \(1,910 KB\)](#)
[PR Bill List May 2021.pdf \(179 KB\)](#)
[AP Bill List May 2021 Addendum.pdf \(118 KB\)](#)
[PCard Bill List May 2021 Addendum.pdf \(92 KB\)](#)

Subject 11.5 Financial Report May 2021
Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments
[Financial Report May 2021.pdf \(1,887 KB\)](#)

Subject 11.6 Personnel Recommendations and Resignations May 2021

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments
[Personnel Board Report May 2021.pdf \(288 KB\)](#)
[Extra Duty Board Report May 2021.pdf \(247 KB\)](#)
[Personnel Board Report May 2021 Addendum.pdf \(249 KB\)](#)
[Extra Duty Board Report May 2021 Addendum.pdf \(212 KB\)](#)

Subject 11.7 Surplus Property May 2021

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments
[Surplus Property May 2021.pdf \(181 KB\)](#)

Subject 11.8 Gift to the District May 2021

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments
[Gifts to the District May 2021.pdf \(83 KB\)](#)

Subject 11.9 Surplus of Curricular Resources

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Surplus of Curricular Resources.pdf \(95 KB\)](#)

Subject 11.10 Certiport Test Center Agreement

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Certiport Test Center Agreement.pdf \(2,302 KB\)](#)

Subject 11.11 Additional Security Cameras

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Additional Security Cameras.pdf \(128 KB\)](#)

Subject 11.12 Canvas Studio Agreement

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Canvas Studio Agreement.pdf \(230 KB\)](#)

Subject 11.13 Growing Edge Training, LLC Mentoring & Training Agreement

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Growing Edge Training, LLC Mentoring & Training Agreement.pdf \(1,197 KB\)](#)

Subject 11.14 2021 Summer School Personnel Recommendations

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[2021 Summer School Personnel Recommendations.pdf \(125 KB\)](#)

[2021 Summer School Personnel Recommendations Addendum.pdf \(111 KB\)](#)

Subject 11.15 2021 ECSE Extended School Year Additional Staffing Request

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[2021 ECSE Extended School Year Additional Staffing Request Addendum.pdf \(187 KB\)](#)

Subject 11.16 2021 Extended School Year (ESY)

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[2021 Extended School Year \(ESY\).pdf \(170 KB\)](#)

Subject 11.17 Consultation Services

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Consultation Services.pdf \(113 KB\)](#)

Subject 11.18 Contract with Miriam Learning Center

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Contract with Miriam Learning Center.pdf \(1,747 KB\)](#)

Subject 11.19 Contract with Therapy Relief at Hope

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Contract with Therapy Relief at Hope.pdf \(2,419 KB\)](#)

Subject 11.20 Contract with Therapy Relief at Hope - ESY

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Contract with Therapy Relief at Hope - ESY.pdf \(342 KB\)](#)

Subject 11.21 Contracts for Central Institute for the Deaf (CID)

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Contracts for Central Institute for the Deaf \(CID\).pdf \(767 KB\)](#)

Subject 11.22 Cleaning Chemicals

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Cleaning Chemicals.pdf \(230 KB\)](#)

Subject 11.23 Disinfectant

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Disinfectant.pdf \(226 KB\)](#)

Subject 11.24 District Concrete

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[District Concrete.pdf \(165 KB\)](#)

Subject 11.25 Community Living - Facility Use Agreement

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Community Living - Facility Use Agreement.pdf \(226 KB\)](#)

Subject 11.26 District HVAC Bi-Polar System

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[District HVAC Bi-Polar System.pdf \(216 KB\)](#)

Subject 11.27 HUDL - Software & Service Agreement

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[HUDL - Software & Service Agreement.pdf \(318 KB\)](#)

Subject 11.28 Software Module Addition

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Software Module Addition.pdf \(758 KB\)](#)

Subject 11.29 Follett Destiny Library Manager Software (Amendment 'M' for North Point High School)

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Follett Destiny Library Manager Software \(Amendment 'M' for North Point High School\).pdf \(479 KB\)](#)

Subject 11.30 Raptor Technologies Service Agreement

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Raptor Technologies Service Agreement.pdf \(4,850 KB\)](#)

Subject 11.31 Smallwares Bid

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Smallwares Bid.pdf \(116 KB\)](#)

Subject 11.32 Wentzville Middle School - Site Improvement Escrow Agreement

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Wentzville Middle School - Site Improvement Escrow Agreement.pdf \(100 KB\)](#)

Subject 11.33 Timberland High School Rooftop Unit #4

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Timberland High School Rooftop Unit #4.pdf \(150 KB\)](#)

Subject 11.34 Holt High School Roof Restoration

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Holt High School Roof Restoration.pdf \(168 KB\)](#)

Subject 11.35 Heritage Primary School Roof Restoration

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Heritage Primary School Roof Restoration.pdf \(195 KB\)](#)

Subject 11.36 St. Charles County Family Arena-Encore Catering

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[St. Charles County Family Arena-Encore Catering.pdf \(354 KB\)](#)

Subject 11.37 Memorandum of Understanding - Southeast Missouri State University

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Memorandum of Understanding - Southeast Missouri State University.pdf \(368 KB\)](#)

Subject 11.38 Memorandum of Understanding - Lindenwood University

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Memorandum of Understanding - Lindenwood University.pdf \(501 KB\)](#)

Subject 11.39 Memorandum of Understanding - Truman State University

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Memorandum of Understanding - Truman State University.pdf \(169 KB\)](#)

Subject 11.40 Memorandum of Understanding - Missouri State University

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Memorandum of Understanding - Missouri State University.pdf \(189 KB\)](#)

Subject 11.41 Memorandum of Understanding - William Woods University

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Memorandum of Understanding - William Woods University.pdf \(340 KB\)](#)

Subject 11.42 Memorandum of Understanding - University of Missouri - Columbia

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Memorandum of Understanding - University of Missouri - Columbia.pdf \(172 KB\)](#)

Subject 11.43 Memorandum of Understanding - Western Governors University

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Memorandum of Understanding - Western Governors University.pdf \(1,156 KB\)](#)

Subject 11.44 Request for New Position

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[Request for New Position.pdf \(473 KB\)](#)

Subject 11.45 iObservation Agreement 2021-2022

Meeting May 20, 2021 - Regular Board Meeting

Category 11. Consent Agenda

Type Action (Consent)

File Attachments

[iObservation Agreement 2021-2022.pdf \(495 KB\)](#)

12. Superintendent Reports

Subject 12.1 Federal Programs Program Evaluation

Meeting May 20, 2021 - Regular Board Meeting

Category 12. Superintendent Reports

Type Reports

File Attachments

[Federal Programs Program Evaluation.pdf \(471 KB\)](#)

Subject 12.2 Mental Health Resource Hub

Meeting May 20, 2021 - Regular Board Meeting

Category 12. Superintendent Reports

Type Reports

File Attachments

Subject 12.3 Budget Update

Meeting May 20, 2021 - Regular Board Meeting

Category 12. Superintendent Reports

Type Reports

File Attachments

13. New Business

Subject 13.1 WNEA Nurses Agreement

Meeting May 20, 2021 - Regular Board Meeting

Category 13. New Business

Type Action

Recommended Action We need a motion to approve the WNEA Nurses Agreement, as presented.

File Attachments

[WNEA Nurses Agreement.pdf \(1,078 KB\)](#)

Subject 13.2 Sanitary Sewer Easements

Meeting May 20, 2021 - Regular Board Meeting

Category 13. New Business

Type Action

Recommended Action We need a motion to approve the Sanitary Sewer Easements, as presented.

File Attachments

[Sanitary Sewer Easements.pdf \(280 KB\)](#)

Subject 13.3 Frontier Middle School - Change Order 01

Meeting May 20, 2021 - Regular Board Meeting

Category 13. New Business

Type Action

Recommended Action We need a motion to approve the Frontier Middle School - Change Order 01, as presented.

File Attachments

[Frontier Middle School - Change Order 01.pdf \(119 KB\)](#)

Subject 13.4 Frontier Middle School Addition Commissioning Services

Meeting May 20, 2021 - Regular Board Meeting

Category 13. New Business

Type Action

Recommended Action We need a motion to approve the Frontier Middle School Addition Commissioning Services, as presented.

File Attachments

[Frontier Middle School Addition Commissioning Services.pdf \(140 KB\)](#)

Subject 13.5 Wentzville Middle School - Change Order 01

Meeting May 20, 2021 - Regular Board Meeting

Category 13. New Business

Type Action

Recommended Action We need a motion to approve the Wentzville Middle School - Change Order 01, as presented.

File Attachments

[Wentzville Middle School - Change Order 01.pdf \(160 KB\)](#)

Subject 13.6 South Middle School - Change Order 01

Meeting May 20, 2021 - Regular Board Meeting

Category 13. New Business

Type Action

Recommended Action We need a motion to approve the South Middle School - Change Order 01, as presented.

File Attachments

[South Middle School - Change Order 01.pdf \(119 KB\)](#)

Subject 13.7 South Middle School - Change Order 02

Meeting May 20, 2021 - Regular Board Meeting

Category 13. New Business

Type Action

Recommended Action We need a motion to approve the South Middle School - Change Order 02, as presented.

File Attachments
[South Middle School - Change Order 02.pdf \(119 KB\)](#)

Subject 13.8 South Middle School - Change Order 03

Meeting May 20, 2021 - Regular Board Meeting

Category 13. New Business

Type Action

Recommended Action We need a motion to approve the South Middle School - Change Order 03, as presented.

File Attachments
[South Middle School - Change Order 03.pdf \(119 KB\)](#)

Subject 13.9 South Middle School Addition Commissioning Services

Meeting May 20, 2021 - Regular Board Meeting

Category 13. New Business

Type Action

Recommended Action We need a motion to approve the South Middle School Addition Commissioning Services, as presented.

File Attachments
[South Middle School Addition Commissioning Services.pdf \(133 KB\)](#)

Subject 13.10 North Point High School - Change Order 33

Meeting May 20, 2021 - Regular Board Meeting

Category 13. New Business

Type Action

Recommended Action We need a motion to approve the North Point High School - Change Order 33, as presented.

File Attachments
[North Point High School - Change Order 33.pdf \(120 KB\)](#)

Subject 13.11 North Point High School Street Naming

Meeting May 20, 2021 - Regular Board Meeting

Category 13. New Business

Type Action

Recommended Action We need a motion to approve the North Point High School Street Naming, as presented.

File Attachments
[North Point High School Street Naming.pdf \(138 KB\)](#)

Subject 13.12 New Middle School - Change Order 07

Meeting May 20, 2021 - Regular Board Meeting

Category 13. New Business

Type Action

Recommended Action We need a motion to approve the New Middle School - Change Order 07, as presented.

File Attachments
[New Middle School - Change Order 07.pdf \(119 KB\)](#)

Subject 13.13 New Middle School - Change Order 08

Meeting May 20, 2021 - Regular Board Meeting

Category 13. New Business

Type Action

Recommended Action We need a motion to approve the New Middle School - Change Order 08, as presented.

File Attachments
[New Middle School - Change Order 08.pdf \(119 KB\)](#)

Subject 13.14 Custodian of Records

Meeting May 20, 2021 - Regular Board Meeting

Category 13. New Business

Type Action

Recommended Action We need a motion to approve Kathy DeLaquil as the temporary Custodian of Records for the Wentzville School District.

File Attachments

Subject 13.15 Board of Education Recording Secretary

Meeting May 20, 2021 - Regular Board Meeting

Category 13. New Business

Type Action

Recommended Action We need a motion to approve Kathy DeLaquil as the temporary Board of Education Recording Secretary for the Wentzville School District.

File Attachments

Subject 13.16 Marzano Resources, LLC Professional Learning Agreement

Meeting May 20, 2021 - Regular Board Meeting

Category 13. New Business

Type Action

Recommended Action We need a motion to approve the Marzano Resources, LLC Professional Learning Agreement, as presented.

File Attachments
[Marzano Resources, LLC Professional Learning Agreement.pdf \(258 KB\)](#)

14. Old Business

Subject 14.1 2019 Boundary Change

Meeting May 20, 2021 - Regular Board Meeting

Category 14. Old Business

Type Discussion

This agenda item discussion will involve the grade span of North Point High School.

File Attachments

15. Adjournment

Subject 15.1 Adjourn Open Session

Meeting May 20, 2021 - Regular Board Meeting

Category 15. Adjournment

Type Action

Recommended Action We need a motion to adjourn open session.

File Attachments

Subject 15.2 Next Special Board of Education Meeting - Wednesday, June 2, 2021, Next Regular Board of Education Meeting - Thursday, June 17, 2021

Meeting May 20, 2021 - Regular Board Meeting

Category 15. Adjournment

Type Information

File Attachments

EXHIBIT 7



Wentzville R-IV School District

Request for Bid (RFB)

Warewash, Chemical, & 3-Compartment Sink Bid

Bid Number RFB-CN-260

Bid Release Date: April 6, 2022

Request for Additional Information/Questions Date: April 15 by 1:00PM CST

Bid Due Date: April 20, 2022 by 1:00PM CST

Contact: Gwen Doyle
Title: Director of Child Nutrition
Phone: 636-327-3858 ext. 21321
Email: gwendoyle@wsdr4.org

SUBMIT BID VIA VENDOR REGISTRY at www.vendorregistry.com

- THERE WILL BE NO PUBLIC OPENING OF THE BIDS.
- ALL QUESTIONS ASKED BY VENDORS WILL BE THROUGH VENDOR REGISTRY AND ALL ADDENDUMS WILL BE POSTED ON VENDOR REGISTRY.

The vendor hereby declares understanding, agreement and certification of compliance to "Standard General Requirements" to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Bid (RFB) and as modified by any addendum thereto. All Bids must be complete and properly executed by the vendor and received by the date and time noted above to be considered.

STANDARD GENERAL REQUIREMENTS are located on the Wentzville School District website: www.wentzville.k12.mo.us under Departments ~ Finance and Facilities ~ Purchasing. "Standard General Requirements" contain general information about the District's business and bid procedures. Items may or may not be applicable in every Bid/Proposal/Qualifications. Scope/Specifications may be more detailed and accurate than the "Standard General Requirements" and therefore will be controlling.

SPECIFICATIONS OR SCOPE OF WORK FOR VENDORS/BIDDERS -- The section referred to as "Specifications" or "Scope of Work" contains information specific to the goods and/or services in the Request for Bid. Scope/Specifications may be more detailed and accurate than the "Standard General Requirements" and therefore will be controlling.

SPECIFICATIONS/SCOPE OF WORK FOR VENDORS/BIDDERS
Warewash, Chemical, & 3-Compartment Sink Bid

SPEC-1 General Scope

1. The purpose of this Request for Bid (RFB) is to establish purchasing for warewash chemicals and 3-compartment sink system.
2. Substitutions are permitted.
3. Final price shall include delivery to twenty-one (21) locations.
4. Bidders must fill out the yellow highlighted cells on the Price Breakdown attached spreadsheet and upload it through Vendor Registry.
5. Bidders must upload a PDF specification sheet and MSDS sheet for each chemical product through Vendor Registry.
6. Bidders must supply samples of each chemical product and dispensing units that are being bid.
7. No delivery charges or fuel charges will be paid by Wentzville School District.
8. Deliveries are required Monday through Friday between 6:00 A.M. and 2:00 P.M. unless otherwise approved and coordinated by the Director of Child Nutrition and the successful bidder. If inclement weather forces cancellation of a delivery day, the supplier will be informed by phone or email before 6:00 A.M. of that day. Deliveries will not be accepted at any Wentzville School District sight on these days.
9. Each delivery must be accompanied by two (2) legible delivery tickets. Successful bidder will provide the Child Nutrition department with a monthly statement.
10. This is a Prime Vendor Bid.

SPEC-2 Product Specifications

- See attached Spreadsheet

SPEC-3 Shipping & Delivery

- All equipment and product will be delivered to the following addresses:
 - Holt High School, 600 Campus Dr. Wentzville, MO 63385 ✓
 - Timberland High School, 559 E. Highway N, Wentzville, MO 63385 ✓
 - Liberty High School, 2275 Sommers Rd., O'Fallon, MO 63368 ✓
 - North Point High School, 2255 West Meyer Rd., Wentzville, MO 63385 ✓
 - Frontier Middle School, 9233 Highway DD, O'Fallon, MO 63368 ✓
 - South Middle School, 561 E. Highway N, Wentzville, MO 63385 ✓
 - Wentzville Middle School, 405 Campus Dr. Wentzville, MO 63385 ✓
 - North Point Middle School, 2275 West Meyer Rd., Wentzville, MO 63385 ✓
 - Boone Trail Elementary, 555 E. Highway N, Wentzville, MO 63385 ✓
 - Crossroads Elementary, 7500 Highway N, O'Fallon, MO 63368 ✓
 - Discovery Ridge Elementary, 2523 Sommers Rd., O'Fallon, MO 63368 ✓
 - Duello Elementary, 1814 Duello Rd., Lake St. Louis, MO 63367 ✓
 - Green Tree Elementary, 1000 Ronald Reagan Dr. Lake St. Louis, MO 63367 ✓
 - Heritage Primary, 612 Blumhoff, Wentzville, MO 63385 ✓
 - Heritage Intermediate, 601 Carr St., Wentzville, MO 63385 ✓
 - Lakeview Elementary, 2501 Mexico Rd. O'Fallon, MO 63366 ✓
 - Peine Ridge Elementary, 1107 Peine Rd., Wentzville, MO 63385 ✓
 - Prairie View Elementary, 1550 Feise Rd. O'Fallon, Mo 63368 ✓
 - Stone Creek Elementary, 1850 Highway Z, Wentzville, MO 63385 ✓
 - Wabash Elementary, 100 Golden Gate, Foristell, MO 63348 ✓
 - Journey Elementary, 2000 Interstate Drive, Wentzville, MO 63385 ✓

- Shipping & delivery fees must be included in the final price

SPECIFICATIONS/SCOPE OF WORK FOR VENDORS/BIDDERS

Warewash, Chemical, & 3-Compartment Sink Bid

SPEC-4 Service Requirements

Service Schedule – Monthly service to include the following:

- Contractor shall make a minimum of one (1) service call per month to each unit.
- The contractor shall respond to all service calls within twenty-four hours from the time of call.

Service Requirements

- Monthly service inspections shall include, but not be limited to the following:
 - Measure the concentration of the detergent wash solution by chemical analysis, and maintain the concentration within the proper range of ware washing at all times.
 - Contractor must take appropriate action to remedy conditions which are causing high costs or poor results, etc.
 - Check and regulate the temperature of the wash solution in the machine tank and the temperature of the final freshwater rinse.
 - Check steam and valves for leaks.
 - Check and adjust wash manifold arms and nozzles, rinse arms and jets for efficient operation.
 - Inspect the overflow action and the balance of the machines and make adjustments to machines based on manufacturer's recommendations.
 - Inspect the electrical wiring and switches.
 - Check all remaining ware washing equipment and make minor repairs and adjustments with district knowledge and approval.
 - Supply district with:
 - A written service report on each call
 - Operating charts for ware washing operations
 - Provide employee training in proper ware washing operations as needed
 - Provide service needed to analyze operation and equipment conditions

Contractor must supply, install, and maintain equipment necessary for dispensing chemicals.

BIDDERS SIGNATURE AUTHORIZATION AND REFERENCES FORM

(To be submitted through Vendor Registry)

Company Name: _____

Mailing Address: _____

Name of Official Completing the Bid: _____

Title: _____

Email: _____

Telephone Number: _____

Acknowledge the receipt of addenda by initiating box below as appropriate.

Addenda 1 ☐ Addenda 2 ☐ Addenda 3 ☐ Addenda 4 ☐ Addenda 5 ☐ Addenda 6 ☐

The Vendor agrees to provide the equipment, service, and supplies described above under the conditions outlined in this bid for the amount stated on discount schedule.

X _____ Date: _____

(Authorized Signature and Title)

**WENTZVILLE**
SCHOOL DISTRICT
LEARNING TODAY, LEADING TOMORROW

Child Nutrition Services

EXHIBIT 8Dr. Curtis Cain
Superintendent of SchoolsGwen Doyle
Director/Child Nutrition Services

Official Court Document Not an Official Court Document Not an Official Court Document

Official Court Document Not an Official Court Document Not an Official Court Document

To: Dr. Cain & Board of Education

From: Gwen Doyle

Date: June 1, 2022

Subject: Ware Wash, Chemical, & 3-Compartment Sink Chemicals Bid

The Child Nutrition Department submitted an (RFB) Request for bids on ware wash, chemical, and 3-compartment sink chemicals for the 2022-2023 school year. This is a prime vendor bid.

Bid specifications were advertised in the newspaper and the District website through Vendor Registry. Proposals were received from Dutch Hollow, Ecolab Inc., Hillyard, Industrial Soap, and SJB Industries.

The breakdown of the awarded amounts is as follows:

Company Name	Company Address	Total Amount
Dutch Hollow Supplies	Belleville, IL	\$38,709.25
Ecolab Inc.	St. Paul, MN	\$44,698.00
Hillyard	Columbia, MO	\$45,857.75
Industrial Soap	St. Louis, MO	\$30,734.25
SJB Industries	Wentzville, MO	\$29,873.79

Official Court Document Not an Official Court Document Not an Official Court Document

Child Nutrition recommends that SJB Industries be awarded the ware wash, chemical, and 3-compartment sink chemicals for the 2022-2023 school year.

Official Court Document Not an Official Court Document Not an Official Court Document

Official Court Document Not an Official Court Document Not an Official Court Document



EXHIBIT 9

**Thursday, June 16, 2022
Regular Board of Education Meeting**

**WENTZVILLE R-IV SCHOOL DISTRICT
North Point High School - Auditorium
2255 West Meyer Road
Wentzville, MO 63385
Regular Board Meeting
Closed Session 4:30 PM
Open Session 6:30 PM**

1. Start of Meeting - 4:30 p.m.

Subject 1.1 Open Session - Call to Order

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 1. Start of Meeting - 4:30 p.m.

Type Action

Recommended Action We need a motion to go into closed session for the purpose of personnel, legal, student matters, and security.

File Attachments

2. Closed Session

3. Security - RSMO 610.021 (21)

4. Legal - RSMo 610.021(1)

5. Personnel - RSMo 610.021 (3)

6. Student Matters - RSMo 610.021 (6)

7. Adjournment

8. Open Session - 6:30 p.m.

Subject 8.1 Open Session - Call to Order

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 8. Open Session - 6:30 p.m.

Type Procedural

File Attachments

Subject 8.2 Pledge of Allegiance

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 8. Open Session - 6:30 p.m.

Type Procedural

A chosen audience member leads all of us in the pledge of allegiance.

File Attachments

9. Mission Statement

Subject 9.1 Mission Statement

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 9. Mission Statement

Type Procedural

Learning Today, Leading Tomorrow

File Attachments

10. Public Forum

Subject 10.1 Public Forum - June 2022

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 10. Public Forum

Type Information, Procedural

Public Forum

Guidelines for the Public Forum are as follows:

1. Each resident of the District requesting time to speak during the Public Forum will register his/her name, address and state the issue to be discussed with the recording secretary prior to the meeting being called to order (7:00 p.m.).
2. The Board President will call the speakers to the floor. Each speaker shall give his/her name and address upon recognition by the President.
3. Speakers will be allowed three (3) minutes for their presentations, unless extended by the Board President. If more time is required for presentation, the citizens should consider District policy for placement on the regular meeting's agenda.
4. Due to the possible number of speakers during the Public Forum, the Board President may limit or extend the speaking time.
5. If a number of speakers wish to speak on the same topic, the group shall select a spokesperson to present that information.
6. A speaker may address the Board only once during the Public Forum.

7. Speakers may offer such objective concerns of the school operations as they deem appropriate. The Board will not hear personal complaints of school personnel nor against any person connected with the District in public session. Matters involving personnel shall be discussed by the Board in executive session.
8. An employee of the Wentzville School District may address the Board by following the public forum guidelines regardless of whether the employee is a resident of the district.

File Attachments

11. Recognition

Subject 11.1 Lifesaving Efforts of Staff Members

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 11. Recognition

Type Recognition

File Attachments

Subject 11.2 SkillsUSA

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 11. Recognition

Type Recognition

File Attachments

12. Consent Agenda

Subject 12.1 Approval of Consent Agenda

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

Recommended Action We need a motion to approve the Consent Agenda, as presented/amended.

File Attachments

Subject 12.2 Approval of Open Session Agenda

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

Subject 12.3 Approval of Open Session Meeting Minutes of May 19, May 21, May 27, and June 1, 2022

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[Open Session Minutes - May 19, 2022 \(1\).pdf \(94 KB\)](#)

[Open Session Minutes - May 21, 2022 \(1\).pdf \(71 KB\)](#)

[OPEN Session Minutes - May 27, 2022.pdf \(60 KB\)](#)

[Open Session Minutes Updated - June 1, 2022.pdf \(93 KB\)](#)

Subject 12.4 Gift to the District

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[Gifts to the District.June 2022.pdf \(56 KB\)](#)

Subject 12.5 Financial Report - June 2022

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[June Financials.pdf \(4,876 KB\)](#)

Subject 12.6 Budget Adjustment #4

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[22 Bud Adj 4.pdf \(335 KB\)](#)

Subject 12.7 Summer School Personnel Recommendations

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[June 16 2022 Summer School Personnel Recommendations .pdf \(140 KB\).](#)

[June 16 2022 Summer School Personnel Recommendations Addendum .pdf \(119 KB\).](#)

Subject 12.8 Extended School Year Staffing - Barfield

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[22 BEC ESY Staffing Request v4 6-6-22 \(2\).pdf \(133 KB\).](#)

Subject 12.9 Therapy Relief at Hope - Extended School Year

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[2021-22 Therapy Relief DBA Hope ESY Agreements.pdf \(507 KB\).](#)

Subject 12.10 High Road Contract

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[2021-22 High Road Student Tuition Agreement.pdf \(67 KB\).](#)

Subject 12.11 The Lead School Contract

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[2021-22 Lead School Student Tuition Agreements.pdf \(377 KB\).](#)

Subject 12.12 Surplus - June 2022

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[Surplus - June 2022.pdf \(182 KB\)](#)

Subject 12.13 District HVAC Control Agreement

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[2022 Ext IFS HVAC Controls.pdf \(178 KB\)](#)

Subject 12.14 Elementary & Middle School Kitchen Equipment Bid

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[22-23 Elem & MS School Kitchen Equipment BOE Memo.pdf \(102 KB\)](#)

Subject 12.15 Ware Wash, Chemical, & 3-Compartment Sink Chemicals Bid

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[22-23 BOE Memo Ware Wash, Chemical, & 3-Compartment Sink Bid.pdf \(103 KB\)](#)

Subject 12.16 2022-23 Bids for Oil, Lubricants, and Fluids

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[2022-23 Bids for Oil, Lubricants, and Fluids.pdf \(163 KB\)](#)

Subject 12.17 2022-23 Bids for Diesel Fuel

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[2022-23 Bids for Diesel Fuel.pdf \(125 KB\)](#)

Subject 12.18 2022-23 Bids for New and Retread Tires

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[2022-23 Bids for Tires Memo to BOE \(1\).pdf \(88 KB\)](#)

Subject 12.19 Express Medical Transporter Agreement

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[EMT Agreement.pdf \(760 KB\)](#)

Subject 12.20 St. Charles County Family Arena 2022-2023 Agreement

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[St. Charles County Family Arena Agreement 2022.2023.pdf \(1,506 KB\)](#)

Subject 12.21 Everyday Elegance Photo Booth Contract

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[Everyday Elegance Photo Booth Contract - HHS 2023 Prom - Jun BM.pdf \(197 KB\)](#)

Subject 12.22 Band Instrument Equipment Bid - NPMS

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[Band Instruments Board Memo 1.pdf \(1,298 KB\)](#)

Subject 12.23 Drury Hotels Agreement

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[Drury Hotels -THS Wrestling - June BM.pdf \(620 KB\)](#)

Subject 12.24 Aramark Service Agreement Addendum

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[Aramark - June BM.pdf \(300 KB\)](#)

Subject 12.25 Community Living, Inc. - Facility Use Agreement

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[Community Living, Inc. - Facility Use Agreement WSD - Jun BM.pdf \(332 KB\)](#)

Subject 12.26 YMCA Facilities Use Agreement

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[YMCA - Facilities Use Agreement - Jun BM.pdf \(226 KB\)](#)

Subject 12.27 Middle School Security Cameras

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[Middle School Security Cameras June 2022.pdf \(108 KB\)](#)

Subject 12.28 North Point Middle School Access Points - Good Faith Memo

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

File Attachments

[Memo SCSD Wireless Access Points June 2022.pdf \(232 KB\)](#)

Subject 12.29 Heavy Duty Wire Shelves for NPMS

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

This information was added as part of the Board Packet Addendum.

File Attachments

[Wire Shelving for NPMS Addendum.pdf \(213 KB\)](#)

Subject 12.30 Hollinger Consulting, LLC Contract

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

This information was added as part of the Board Packet Addendum.

File Attachments
[2021-22 Hollinger Comsulting LLC Addendum.pdf \(254 KB\)](#)

Subject 12.31 Position Request - BECSEC

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 12. Consent Agenda

Type Action (Consent)

This recommendation was included as part of the Board Packet Addendum.

File Attachments
[2022-23 Barfield Staffing Request addendum 6-15-202.pdf \(132 KB\)](#)

13. Superintendent's Reports

Subject 13.1 Security

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 13. Superintendent's Reports

Type Discussion

Presentation will be included as part of the Board Packet addendum.

File Attachments

Subject 13.2 Transportation Presentation

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 13. Superintendent's Reports

Type Information

Presentation will be included as part of the Board Packet addendum.

File Attachments

14. Old Business

Subject 14.1 2022-2023 Board of Education Meeting Schedule

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 14. Old Business

Type Action

Recommended Action We need a motion to approve the 2022-2023 Board of Education Meeting Schedule, as presented.

File Attachments
[2022-2023 Board of Education Meeting Schedule.pdf \(77 KB\)](#)

Subject **14.2 Policy 0412**

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 14. Old Business

Type Action

Recommended Action We need a motion to approve Policy 0412 as presented/amended.

This was added as part of the Board Packet Addendum.

File Attachments
[Policy 0412 Meetings Participation by Public \(1\).pdf \(448 KB\)](#)

15. New Business

Subject **15.1 Personnel Recommendations and Resignations**

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 15. New Business

Type Action

Recommended Action We need a motion to approve the June 16, 2022 Personnel Recommendations and Resignations, as presented.

File Attachments
[June 16 2022 Personnel Report.pdf \(281 KB\)](#)
[June 16 2022 extra duty Report.pdf \(292 KB\)](#)
[June 16 2022 Personnel Report - Addendum 1.pdf \(276 KB\)](#)
[June 16 2022 Extra Duty Report Addendum.pdf \(273 KB\)](#)

Subject **15.2 Local 6553 Agreement**

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 15. New Business

Type Action

Recommended Action We need a motion to approve the Local 6553 Agreement, as presented.

File Attachments
[Local 6553 Updated Agreement \(1\).pdf \(601 KB\)](#)

Subject 15.3 Fiscal Year 2023 Budget

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 15. New Business

Type Action

Recommended Action We need a motion to approve the budget for the 2022-2023 fiscal year, as presented.

File Attachments

[2022 Budget Memo for 2023 Budget.docx.pdf \(144 KB\)](#)

[FY23 Budget Document - FINAL \(1\).pdf \(17,586 KB\)](#)

[June Budget Presentation.pdf \(587 KB\)](#)

Subject 15.4 Teachers Fund Transfer

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 15. New Business

Type Action

Recommended Action We need a motion to approve the Teachers Fund Transfer, as presented.

File Attachments

[Teachers Fund Transfer.pdf \(134 KB\)](#)

Subject 15.5 Capital Projects Fund Transfer - Food Service

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 15. New Business

Type Action

Recommended Action We need a motion to approve the Capital Projects Fund Transfer - Food Service, as presented.

File Attachments

[Capital Projects Fund Transfer - Food Service.pdf \(137 KB\)](#)

Subject 15.6 Capital Projects Fund Transfer - Maintenance & Renovations

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 15. New Business

Type Action

Recommended Action We need a motion to approve the Capital Projects Fund Transfer - Maintenance & Renovations, as presented.

File Attachments

[Capital Projects Fund Transfer - Maintenance & Renovations.pdf \(133 KB\)](#)

Subject **15.7 Capital Projects Fund Transfer - Transportation**

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 15. New Business

Type Action

Recommended Action We need a motion to approve the Capital Projects Fund Transfer - Transportation, as presented.

File Attachments

[Capital Projects Fund Transfer - Transportation.pdf \(130 KB\)](#)

Subject **15.8 New and Revised Curriculum**

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 15. New Business

Type Action

Recommended Action We need a motion to approve the New and Revised Curriculum, as presented.

File Attachments

[Board 22-23 Curriculum Update.pdf \(126 KB\)](#)

Subject **15.9 2021-2022 Final Route Approval**

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 15. New Business

Type Action

Recommended Action We need a motion to approve the 2021-2022 Final Routes, as presented.

This was added as part of the Board Packet Addendum.

File Attachments

[2021-2022 Final Route Approval 1 \(1\).pdf \(557 KB\)](#)

Subject **15.10 Bills for Payment - June 2022**

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 15. New Business

Type Action

Recommended Action We need a motion to approve the Bills for Payment, as presented.

All Bills for Payment were included in the Board Packet Addendum.

File Attachments

[22 June AP Bill List Addendum.pdf \(585 KB\)](#)
[22 June PCard Bill List Addendum.pdf \(372 KB\)](#)
[22 June Payroll Bill List Addendum.pdf \(81 KB\)](#)

16. Adjournment

Subject 16.1 Adjourn Open Session

Meeting Jun 16, 2022 - Regular Board of Education Meeting

Category 16. Adjournment

Type Action

Recommended Action We need a motion to adjourn Open Session and go back into Closed Session for the purposes of Personnel and Student Matters.

File Attachments



WENTZVILLE
SCHOOL DISTRICT

Dr. Danielle S. Tormala
Superintendent of Schools

Joshua Schaffer
Executive Director of Facilities

October 6, 2023

Scott Boettler
SJB Industrial Supply, LLC
PO Box 102
Wentzville, MO 63385

Subject: Immediate termination of business

Dear Scott,

I am writing to formally notify you that the Wentzville School District has ceased and will no longer conduct any form of business with SJB, including but not limited to purchasing supplies, equipment, and repair services.

Per my email on July 13, 2023, all district orders should be delivered to the Annex at 290 Interstate Drive. Per our in-person meeting and the subsequent confirmation email sent from Diana Moore to you on July 19, 2023, all Wentzville School District equipment currently being worked on should be returned to the warehouse. The emails and verbal conversations made it abundantly clear that SJB should not house or be in possession of any Wentzville School District orders or equipment. However, if SJB is housing any Wentzville School District orders and equipment, they must be delivered to the aforementioned address no later than Friday, October 13. A date and time for the delivery will need to be arranged with me prior to delivery. During our conversation in my office on **Wednesday, August 30, 2023 @ 10:00 AM**, I was clear when you asked if you could resume servicing our equipment. To that effect, I said, "Not at this time". That directive has been ignored as well.

We expect your full cooperation in adhering to the stipulations letter. Please acknowledge the receipt of this letter in writing within three (3) business days from the date of this letter. Should you have any questions or require clarification, please do not hesitate to contact me directly.

Thank you for your prompt attention to this matter.

Sincerely,

Joshua M. Schaffer
Executive Director
Wentzville School District

SJB Industrial Supply
PO Box 102
Wentzville, MO 63385
+1 6368560220
sboettler@sjbindustrial.com
www.sjbindustrial.com



INVOICE

BILL TO	SHIP TO	INVOICE # 4840
Wentzville School District	Heritage Primary School	DATE 05/01/2023
290 Interstate Drive	612 Blumhoff Ave.	DUE DATE 07/19/2023
Wentzville, MO 63385	Wentzville, MO 63385	TERMS Net 30

SHIP VIA	SKU	MAKE/MODEL
SJB Industrial Supply	RX20	ONYX

DESCRIPTION	QTY	RATE	AMOUNT	SKU
ONYX RX20 RENTAL DROPPED OFF AT HPE MAY 1ST AND PICKED UP JULY 19TH 58 DAYS RENT	58	350.00	20,300.00T	RENT

Thank you for your business! Have a great day!	SUBTOTAL	20,300.00
	TAX	0.00
	TOTAL	20,300.00
	BALANCE DUE	\$20,300.00

SJB Industrial Supply

PO Box 102

Wentzville, MO 63385

+1 6368560220

sboettler@sjbindustrial.com

www.sjbindustrial.com



INVOICE

BILL TO

Wentzville School District

290 Interstate Drive

Wentzville, MO 63385

SHIP TO

Wentzville School District

290 Interstate Drive

Wentzville, MO 63385

INVOICE # 4839

DATE 06/14/2023

DUE DATE 08/14/2023

TERMS Net 30

SHIP VIA

SJB Industrial Supply

DESCRIPTION	QTY	RATE	AMOUNT	SKU
Propane Stripper TX1 (93958) RENTED 6/14 thru 8/14	44	300.00	13,200.00	RENT

Thank you for your business! Have a great day!

SUBTOTAL 13,200.00

TAX 0.00

TOTAL 13,200.00

BALANCE DUE **\$13,200.00**

SJB Industrial Supply

PO Box 102

Wentzville, MO 63385

+1 6368560220

sboettler@sjbindustrial.com

www.sjbindustrial.com



INVOICE

BILL TO

Wentzville School District

290 Interstate Drive

Wentzville, MO 63385

SHIP TO

Timberland High School

559 East Highway N

Wentzville, MO 63385

INVOICE # 4549

DATE 06/21/2023

DUE DATE 07/21/2023

TERMS Net 30

SHIP VIA

SJB Industrial Supply

SKU

Make TENNANT Model MT7

MAKE/MODEL

Make TENNANT Model MT7

DESCRIPTION

QTY

RATE

AMOUNT

SKU

SER-LABOR Make TENNANT Model MT7

5

80.00

400.00T

SER-LABOR

Drain plug assembly 175-4214

2

23.74

47.48T

175-4214

Bearing 275-4975

1

130.93

130.93T

275-4975

Carbon brush holder ring 275-4976

1

975.30

975.30T

275-4976

Carbon brush cover 175-5373

1

49.70

49.70T

175-5373

Ring seal 175-5374

1

70.48

70.48T

175-5374

Motor side bearing 175-5376

1

84.38

84.38T

175-5376

Gearbox side bearing 175-5375

1

92.68

92.68T

175-5375

Connection box 275-8260

1

144.99

144.99T

275-8260

Armature 275-8263

1

889.10

889.10T

275-8263

Brake kit with connector 275-9868

1

980.00

980.00T

275-9868

Brake rotor 275-8266

1

258.56

258.56T

275-8266

Steering bearing 275-8270

1

341.76

341.76T

275-8270

DESCRIPTION	QTY	RATE	AMOUNT	SKU
Solid tire (red) - Front steer 275-8259	1	736.58	736.58T	275-8259

Thank you for your business! Have a great day!

SUBTOTAL 5,201.94

TAX 0.00

TOTAL 5,201.94

BALANCE DUE **\$5,201.94**



1521 Swantnerville Drive
Wentzville, MO 63385
(636)-856-0220

Work Order
THS47451684431055

Date Completed
2023-06-20

Work Order Type
SERVICE

Person
Lon Miller

Customer

Timberland High School - Wentzville SD
559 East Highway N
Wentzville, MO 63385

Equipment

S/N: 10710890
Make: TENNANT
Model: MT7
Meter: 1076.4

PO Number: 1965, 1970, 1974, 1976, 1982

Labels

Located at shop

Description

Machine keeps slowing down when being used.

Work Performed

Parts				
Date	Person	Description	Location	Quantity
2023-05-19	Alex Harszy	275-9376 24V actuator	INVENTORY	1.00
2023-05-30	Alex Harszy	275-7039 Hall Sensor	INVENTORY	1.00
2023-05-31	Alex Harszy	175-5371 Carbon and motor brush kit	INVENTORY	1.00
2023-06-07	Alex Harszy	275-7142 Actuator	INVENTORY	1.00
2023-06-07	Alex Harszy	Flex bushing 275-8200	INVENTORY	2.00
2023-06-07	Alex Harszy	275-0463 Screw M12-1.75 x 120mm hex head	INVENTORY	1.00
2023-06-07	Alex Harszy	999-0519 Nut M12-1.75 nyl on insert lock stainless	INVENTORY	1.00
2023-06-07	Alex Harszy	275-8202 Compression spr ng	INVENTORY	1.00
2023-06-07	Alex Harszy	175-0792 Bolt M10-1.5 x 6 0mm hex head stainless	INVENTORY	1.00
2023-06-20	Lon Miller	Drain plug assembly 175-4 214	INVENTORY	2.00
2023-06-21	Scott Boettler	Bearing 275-4975	INVENTORY	1.00
2023-06-21	Scott Boettler	Carbon brush holder ring 275-4976	INVENTORY	1.00



1521 Swantnerville Drive
Wentzville, MO 63385
(636)-856-0220

Work Order
THS47451684431055

Date Completed
2023-06-20

Work Order Type
SERVICE

Person
Lon Miller

Customer

Timberland High School - Wentzville SD
559 East Highway N
Wentzville, MO 63385

Equipment

S/N: 10710890
Make: TENNANT
Model: MT7
Meter: 1076.4

PO Number: 1965, 1970, 1974, 1976, 1982

2023-06-21	Scott Boettler	Carbon brush cover 175-5373	INVENTORY	1.00
2023-06-21	Scott Boettler	Ring seal 175-5374	INVENTORY	1.00
2023-06-21	Scott Boettler	Motor side bearing 175-5376	INVENTORY	1.00
2023-06-21	Scott Boettler	Gearbox side bearing 175-5375	INVENTORY	1.00
2023-06-21	Scott Boettler	Connection box 275-8260	INVENTORY	1.00
2023-06-21	Scott Boettler	Armature 275-8263	INVENTORY	1.00
2023-06-21	Scott Boettler	Brake kit with connector 275-9868	INVENTORY	1.00
2023-06-21	Scott Boettler	Brake rotor 275-8266	INVENTORY	1.00
2023-06-21	Scott Boettler	Steering bearing 275-8270	INVENTORY	1.00
2023-06-21	Scott Boettler	Solid tire (red) - Front steer 275-8259	INVENTORY	1.00

Travel & Labor

Date	Person	Type	Quantity
2023-06-15	Lon Miller	LABOR	5.00
2023-05-30	Lon Miller	LABOR	1.00
2023-05-26	Lon Miller	LABOR	2.00
2023-05-18	Lon Miller	LABOR	3.00
TOTAL LABOR			11.00

Customer Name: Lon Miller

None

Lon Miller

SJB Industrial Supply

PO Box 102

Wentzville, MO 63385

+1 6368560220

sboettler@sjbindustrial.com

www.sjbindustrial.com



INVOICE

BILL TO

Wentzville School District

290 Interstate Drive

Wentzville, MO 63385

SHIP TO

Green Tree Elementary

1000 Ronald Reagan Drive

Lake St. Louis, MO 63367

INVOICE # 4693

DATE 08/17/2023

DUE DATE 09/16/2023

TERMS Net 30

SHIP VIA

SJB Industrial Supply

SKU

Make ONYX SYSTEMS Model DX32

MAKE/MODEL

Make ONYX SYSTEMS Model DX32

DESCRIPTION

QTY

RATE

AMOUNT

SKU

SER-LABOR Make ONYX SYSTEMS Model DX32

2

80.00

160.00T

SER-

LABOR

SJB20GA Electric Terminal

6

1.00

6.00T

SJB20GA

W10968 Inline Water Filter

1

68.03

68.03T

W10968

W10969 24V Water Pump, 1/2 Male NPT, 5M Head

1

130.88

130.88T

W10969

W10820 Charger Socket Housing Connector, Large

1

50.20

50.20T

W10820

C238139 1/2" POLY FPT ELBOW

1

1.67

1.67T

C238139

C134268 1/2" x 1/2" MPT BARB INSERT

1

3.97

3.97T

C134268

C878444 2 1/8" X 4 1/8" ss hose clamp

1

1.98

1.98T

C878444

Thank you for your business! Have a great day!

SUBTOTAL

422.73

TAX

0.00

TOTAL

422.73

BALANCE DUE

\$422.73



1521 Swantnerville Drive
Wentzville, MO 63385
(636)-856-0220

Work Order
GTE47451691604551

Date Completed
2023-08-17

Work Order Type
SERVICE

Person
Lon Miller

Customer

Green Tree Elementary - Wentzville SD
1000 Ronald Reagan Drive
Lake St. Louis, MO 63367

Equipment

S/N: SHJC61635
Make: ONYX SYSTEMS
Model: DX32
Meter: 22.2

PO Number: 2030

Labels

At customers location

Description

Per user and pictures provided electrical connection / disconnect for vacuum motor is damaged.

Work Performed

Parts				
Date	Person	Description	Location	Quantity
2023-08-09	Lon Miller	SJB20GA Electric Termina	INVENTORY	6.00
		I		
2023-08-09	Alex Harszy	W10968 Inline Water Filter	INVENTORY	1.00
		r		
2023-08-09	Alex Harszy	W10969 24V Water Pump, 1/	INVENTORY	1.00
		2 Male NPT, 5M Head		
2023-08-09	Alex Harszy	W10820 Charger Socket Hou	INVENTORY	1.00
		sing Connector, Large		
2023-08-17	Alex Harszy	C878444 2 1/8" X 4 1/8" s	INVENTORY	1.00
		s hose clamp		
2023-08-17	Alex Harszy	C134268 1/2" x 1/2" MPT B	INVENTORY	1.00
		ARB INSERT		
2023-08-17	Alex Harszy	C238139 1/2" POLY FPT ELB	INVENTORY	1.00
		OW		
Travel & Labor				
Date	Person	Type		Quantity
2023-08-17	Lon Miller	LABOR		1.00
2023-08-09	Lon Miller	LABOR		1.00
		TOTAL LABOR		2.00



1521 Swantnerville Drive
Wentzville, MO 63385
(636)-856-0220

Work Order
GTE47451691604551

Date Completed
2023-08-17

Work Order Type
SERVICE

Person
Lon Miller

Customer

Green Tree Elementary - Wentzville SD
1000 Ronald Reagan Drive
Lake St. Louis, MO 63367

Equipment

S/N: SHJC61635
Make: ONYX SYSTEMS
Model: DX32
Meter: 22.2

PO Number: 2030

Customer Name: Lon Miller	
None	
<i>Lon Miller</i>	

SJB Industrial Supply

PO Box 102

Wentzville, MO 63385

+1 6368560220

sboettler@sjbindustrial.com

www.sjbindustrial.com



INVOICE

BILL TO

Wentzville School District

290 Interstate Drive

Wentzville, MO 63385

SHIP TO

Barfield Early Childhood

Center - Wentzville, SD (272-

23)

Address

2025 Hanley Rd

O'Fallon, MO 63368

INVOICE # 4767

DATE 09/20/2023

DUE DATE 10/20/2023

TERMS Net 30

SHIP VIA

SJB Industrial Supply

SKU

Make SANITAIRE Model SC7100A

MAKE/MODEL

Make SANITAIRE Model SC7100A

DESCRIPTION

QTY

RATE

AMOUNT

SKU

SER-LABOR Make SANITAIRE Model SC7100A (Operator Abuse)

1

80.00

80.00T

SER-LABOR

Thank you for your business! Have a great day!

SUBTOTAL

80.00

TAX

0.00

TOTAL

80.00

BALANCE DUE

\$80.00



1521 Swantnerville Drive
Wentzville, MO 63385
(636)-856-0220

Work Order
BEC47451695154733

Date Completed
2023-09-20

Work Order Type
SERVICE

Person
Lon Miller

Customer

Barfield Early Childhood Center - Wentzville SD
2025 Hanley Rd
O'Fallon, MO 63368

Equipment

S/N: 2212601068GXA
Make: SANITAIRE
Model: SC7100A
Meter: N/A

Labels

LOANER, Located at shop

Description

See note from Diana, take loaner and respond to location. Pick up vacuum for inspection / diagnoses.

Diana Moore <dianamoore@wsdr4.org> Tue, Sep 19, 2023 at 2:27 PM

To: Service - SJB Industrial Supply <service@sjbindustrial.com>, Scott Boettler <sboettler@sjbindustrial.com>, Heather Loche <heatherloche@wsdr4.org>

One of the vacuums that was picked up two weeks ago and returned the next day is still not working. Would you mind checking this out for us please? Get with Lavonne and she's there anytime after 230 pm.

Thanks.

Diana G Moore

Director of Custodial Services

290 Interstate Drive; Wentzville, MO 63385

Office: 636-327-5090 Ext. 23327 Cell: 636-734-5519

Email: dianamoore@wsdr4.org

Work Performed

Took SJB / loaner vacuum (without battery) to location, reviewed issue being experienced with Lavonne onsite. Picked up vacuum not operating correctly (less battery for unit, which was left for use with SJB / loaner vacuum). Brought vacuum back to shop inspected / checked out. Found debris around battery connection not allowing for good connection, (thus creating sporadic, start / stop operation of unit. Tested vacuum operation by vacuuming several area rugs and operating this unit for 15 minutes (+/-). Operation good.

Cleaned vacuum and prepped for return to location. (1 hour).

By: Lon Miller, Date: 2023-09-20

Parts

Date	Person	Description	Location	Quantity
Travel & Labor				

Date	Person	Type	Quantity
2023-09-20	Lon Miller	LABOR	1.00
		TOTAL LABOR	1.00



1521 Swantnerville Drive
Wentzville, MO 63385
(636)-856-0220

Work Order
BEC47451695154733

Date Completed
2023-09-20

Work Order Type
SERVICE

Person
Lon Miller

Customer
Barfield Early Childhood Center - Wentzville SD
2025 Hanley Rd
O'Fallon, MO 63368

Equipment
S/N: 2212601068GXA
Make: SANITAIRE
Model: SC7100A
Meter: N/A

Customer Name: Lon Miller	
None	
<i>Lon Miller</i>	

SJB Industrial Supply

PO Box 102

Wentzville, MO 63385

+1 6368560220

sboettler@sjbindustrial.com

www.sjbindustrial.com



INVOICE

BILL TO

Gwen Doyle

Wentzville S.D. Child Nutrition

Dept.

101 Support Service Drive

Wentzville, MO 63385

SHIP TO

Timberland High School

559 East Hwy N,

Wentzville, MO 63385

INVOICE # 4795

DATE 10/03/2023

DUE DATE 11/02/2023

TERMS Net 30

SHIP VIA

SJB Industrial Supply

DESCRIPTION

QTY

RATE

AMOUNT

SKU

Pot and Pan Plus 5gal 1/EA

1

138.55

138.55T

151335

ZEP Lime & Scale Remover 4/1

1

130.00

130.00T

157924

Thank you for your business! Have a great day!

SUBTOTAL

268.55

TAX

0.00

TOTAL

268.55

BALANCE DUE

\$268.55

SJB Industrial Supply

PO Box 102

Wentzville, MO 63385

+1 6368560220

sboettler@sjbindustrial.com

www.sjbindustrial.com



INVOICE

BILL TO

Gwen Doyle

Wentzville S.D. Child Nutrition

Dept.

101 Support Service Drive

Wentzville, MO 63385

SHIP TO

Prairie View Elementary

School

1550 Feise Rd,

O'Fallon, MO 63368

INVOICE # 4796

DATE 10/03/2023

DUE DATE 11/02/2023

TERMS Net 30

DESCRIPTION	QTY	RATE	AMOUNT	SKU
Zep ProVisions Warewash Liquid HW 5gal 1/EA	1	185.03	185.03T	210335
ZEP Rinse Additive 5gal	1	162.47	162.47T	155835

Thank you for your business! Have a great day!

SUBTOTAL 347.50

TAX 0.00

TOTAL 347.50

BALANCE DUE **\$347.50**

SJB Industrial Supply

PO Box 102

Wentzville, MO 63385

+1 6368560220

sboettler@sjbindustrial.com

www.sjbindustrial.com



INVOICE

BILL TO

Gwen Doyle

Wentzville S.D. Child Nutrition

Dept.

101 Support Service Drive

Wentzville, MO 63385

SHIP TO

Journey Elementary School

2000 Interstate Dr.

Wentzville, MO 63385

INVOICE # 4794

DATE 10/03/2023

DUE DATE 11/02/2023

TERMS Net 30

SHIP VIA

SJB Industrial Supply

DESCRIPTION

QTY

RATE

AMOUNT

SKU

ZEP Rinse Additive 5gal

1

162.47

162.47T

155835

Thank you for your business! Have a great day!

SUBTOTAL

162.47

TAX

0.00

TOTAL

162.47

BALANCE DUE

\$162.47

SJB Industrial Supply

PO Box 102

Wentzville, MO 63385

+1 6368560220

sboettler@sjbindustrial.com

www.sjbindustrial.com



INVOICE

BILL TO

Gwen Doyle

Wentzville S.D. Child Nutrition

Dept.

101 Support Service Drive

Wentzville, MO 63385

SHIP TO

Frontier Middle School

9233 Hwy Dd,

O'Fallon, MO 63368

INVOICE # 4801

DATE 10/06/2023

DUE DATE 11/05/2023

TERMS Net 30

SHIP VIA

SJB Industrial Supply

DESCRIPTION

ZEP Lime & Scale Remover 4/1

QTY	RATE	AMOUNT	SKU
1	130.00	130.00T	157924

Thank you for your business! Have a great day!

SUBTOTAL	130.00
TAX	0.00
TOTAL	130.00
BALANCE DUE	\$130.00

SJB Industrial Supply

PO Box 102

Wentzville, MO 63385

+1 6368560220

sboettler@sjbindustrial.com

www.sjbindustrial.com



INVOICE

BILL TO

Wentzville School District

290 Interstate Drive

Wentzville, MO 63385

SHIP TO

Wentzville School District

290 Interstate Drive

Wentzville, MO 63385

INVOICE # 4807

DATE 10/10/2023

DUE DATE 11/09/2023

TERMS Net 30

SHIP VIA

SJB Industrial Supply

DESCRIPTION

ZEP pH Perfect Neutral Floor Cleaner 4/1gal

QTY	RATE	AMOUNT	SKU
40	42.64	1,705.60T	72924

Thank you for your business! Have a great day!

SUBTOTAL 1,705.60

TAX 0.00

PURCHASE ORDER NO: 24-9360-0276

TOTAL 1,705.60

BALANCE DUE **\$1,705.60**

In the

**CIRCUIT COURT
Of St. Louis County, Missouri**

For File Stamp Only

SJB INDUSTRIAL SUPPLY, LLC

Plaintiff/Petitioner

October 31, 2024

Date

Case Number

vs.

WENTZVILLE R-IV SCHOOL DISTRICT

Defendant/Respondent

Division

REQUEST FOR APPOINTMENT OF PROCESS SERVERComes now SJB INDUSTRIAL R-IV SCHOOL DISTRICT, pursuant
Requesting Party

to Local Rule 28, and at his/her/its own risk requests the appointment of the Circuit Clerk of

John Houseman, Adam Neil, Dave Conder, Scott Drew, C.I.A. 8235 Forsyth Blvd, Suite 282, Clayton, MO 63105 314-392-3205
Name of Process Server Address Telephone

Name of Process Server Address or in the Alternative Telephone

Name of Process Server Address or in the Alternative Telephone

Natural person(s) of lawful age to serve the summons and petition in this cause on the below named parties. This appointment as special process server does not include the authorization to carry a concealed weapon in the performance thereof.

SERVE:

BRIAN BISHOP, INTERIM SUPERINTENDENT

Name

280 INTERSTATE DR.

Address

WENTZVILLE, MO 63385

City/State/Zip

SERVE:

Name

Address

City/State/Zip

SERVE:

Name

Address

City/State/Zip

SERVE:

Name

Address

City/State/Zip

Appointed as requested:

JOAN M. GILMER, Circuit Clerk

By

Deputy Clerk

Date

/s/ BRIAN E. MCGOVERN

Attorney/Plaintiff/Petitioner

34677

Bar No.

825 Maryville Centre Drive, Suite 300, Town & Country, MO 63017

Address

(314) 392-5200

Phone No.

(314) 392-5221

Fax No.

Local Rule 28. SPECIAL PROCESS SERVERS

(1) Any Judge may appoint a Special Process Server in writing in accordance with the law and at the risk and expense of the requesting party except no special process server shall be appointed to serve a garnishment.

This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

(2) The Circuit Clerk may appoint a natural person other than the Sheriff to serve process in any cause in accordance with this subsection;

(A) Appointments may list more than one server as alternates.

(B) The appointment of a person other than the Sheriff to serve process shall be made at the risk and expense of the requesting party.

(C) Any person of lawful age, other than the Sheriff, appointed to serve process shall be a natural person and not a corporation or other business association.

(D) No person, other than the Sheriff, shall be appointed to serve any order, writ or other process which requires any levy, seizure, sequestration, garnishment, or other taking.

(E) Requests for appointment of a person other than the Sheriff to serve process shall be made on a "Request for Appointment of Process Server" electronic form, which may be found on the Court's Web Site, <http://www.stlouisco.com>. (LawandPublicSafety/Circuit/Forms).

(F) This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

SERVICE RETURN

Any service by the St. Louis County Sheriff's Office shall be scanned into the courts case management system. Any service by another Sheriff or a Special Process Server or any other person authorized to serve process shall return to the attorney or party who sought service and the attorney shall file the return electronically to the Circuit Clerk.

In the

**CIRCUIT COURT
Of St. Louis County, Missouri**

For File Stamp Only

SJB INDUSTRIAL SUPPLY, LLC

Plaintiff/Petitioner

October 31, 2024

Date

Case Number

vs.

WENTZVILLE R-IV SCHOOL DISTRICT

Defendant/Respondent

Division

REQUEST FOR APPOINTMENT OF PROCESS SERVERComes now SJB INDUSTRIAL R-IV SCHOOL DISTRICT, pursuant

Requesting Party

to Local Rule 28, and at his/her/its own risk requests the appointment of the Circuit Clerk of

John Houseman, Adam Neil, Dave Conder, Scott Drew, C.I.A. 8235 Forsyth Blvd, Suite 282, Clayton, MO 63105 314-392-3205

Name of Process Server

Address

Telephone

Name of Process Server

Address or in the Alternative

Telephone

Name of Process Server

Address or in the Alternative

Telephone

Natural person(s) of lawful age to serve the summons and petition in this cause on the below named parties. This appointment as special process server does not include the authorization to carry a concealed weapon in the performance thereof.

SERVE:

BRIAN BISHOP, INTERIM SUPERINTENDENT

Name

280 INTERSTATE DR.

Address

WENTZVILLE, MO 63385

City/State/Zip

SERVE:

Name

Address

City/State/Zip

SERVE:

Name

Address

City/State/Zip

SERVE:

Name

Address

City/State/Zip

Appointed as requested:

JOAN M. GILMER, Circuit Clerk

By

Deputy Clerk

Date

/s/ BRIAN E. MCGOVERN

Attorney/Plaintiff/Petitioner

34677

Bar No.

825 Maryville Centre Drive, Suite 300, Town & Country, MO 63017

Address

(314) 392-5200

Phone No.

(314) 392-5221

Fax No.

Local Rule 28. SPECIAL PROCESS SERVERS

(1) Any Judge may appoint a Special Process Server in writing in accordance with the law and at the risk and expense of the requesting party except no special process server shall be appointed to serve a garnishment.

This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

(2) The Circuit Clerk may appoint a natural person other than the Sheriff to serve process in any cause in accordance with this subsection;

(A) Appointments may list more than one server as alternates.

(B) The appointment of a person other than the Sheriff to serve process shall be made at the risk and expense of the requesting party.

(C) Any person of lawful age, other than the Sheriff, appointed to serve process shall be a natural person and not a corporation or other business association.

(D) No person, other than the Sheriff, shall be appointed to serve any order, writ or other process which requires any levy, seizure, sequestration, garnishment, or other taking.

(E) Requests for appointment of a person other than the Sheriff to serve process shall be made on a "Request for Appointment of Process Server" electronic form, which may be found on the Court's Web Site, <http://www.stlouisco.com>. (LawandPublicSafety/Circuit/Forms).

(F) This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

SERVICE RETURN

Any service by the St. Louis County Sheriff's Office shall be scanned into the courts case management system. Any service by another Sheriff or a Special Process Server or any other person authorized to serve process shall return to the attorney or party who sought service and the attorney shall file the return electronically to the Circuit Clerk.



Summons in Civil Case

IN THE 11TH JUDICIAL CIRCUIT, ST. CHARLES COUNTY, MISSOURI

Judge or Division: DANIEL G PELIKAN	Case Number: 2411-CC01335
Plaintiff/Petitioner: SJB INDUSTRIAL SUPPLY, LLC	Plaintiff's/Petitioner's Attorney/Address BRIAN EDWARD MCGOVERN MCCARTHY, LEONARD, KAEMMERER 825 MARYVILLE CENTRE DR STE 300 TOWN AND COUNTRY, MO 63017
Defendant/Respondent: WENTZVILLE R-IV SCHOOL DISTRICT	Court Address: 300 N 2ND STREET SAINT CHARLES, MO 63301
Nature of Suit: CC Breach of Contract	(Date File Stamp for Return)
The State of Missouri to: WENTZVILLE R-IV SCHOOL DISTRICT Alias: 280 INTERSTATE DRIVE WENTZVILLE, MO 63385	

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

COURT SEAL OF



05-NOV-2024

Date

Clerk

ST. CHARLES COUNTY

Further Information:

SERVE: BRIAN BISHOP INTERIM SUPERINTENDENT

Case Number: 2411-CC01335

Officer's or Server's Return

Note to serving officer: Service should be returned to the court within 30 days after the date of issue.

I certify that I have served the above Summons by: (check one)

- ☐ delivering a copy of the summons and petition to the defendant/respondent.
- ☐ leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with _____, a person at least 18 years of age residing therein.
- ☐ (for service on a corporation) delivering a copy of the summons and petition to: _____ (name) _____ (title).
- ☐ other: _____.

Served at _____ (address)
in _____ (County/City of St. Louis), MO, on _____ (date)
at _____ (time).

Printed Name of Officer or Server

Signature of Officer or Server

Must be sworn before a notary public if not served by an authorized officer.

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____
Date Notary Public

Service Fees (if applicable)

Summons \$ _____
Non Est \$ _____
Sheriff's Deputy Salary _____
Supplemental Surcharge \$ 10.00
Mileage \$ _____ (_____ miles @ \$ _____ per mile)
Total \$ _____

A copy of the summons and petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

IN THE ELEVENTH JUDICIAL CIRCUIT COURT
ST. CHARLES COUNTY, MISSOURI

SPECIAL PROCESS SERVER AFFIDAVIT

I, Dan West, being duly sworn and upon his/her oath states that I meet all of the following qualification as Special Process Server:

- (1) Be at least eighteen (18) years of age;
- (2) Be a citizen of the United States of America;
- (3) Have a high school diploma or equivalent;
- (4) Not have pled guilty to or been convicted of a felony or a misdemeanor involving moral turpitude;
- (5) Not be a fugitive from justice or currently charged with a felony or a misdemeanor involving moral turpitude;
- (6) Not be related to or employed by a party in the action;
- (7) Not have been disqualified to act as a special process server within the preceding twelve (12) months, and;
- (8) If service is to be made outside the State of Missouri, authorized to serve process in the jurisdiction in which it is to be served.

Any application for the appointment of a special process server shall be in writing, shall be at the risk and cost of the party making the application and shall state that the person to be appointed is qualified to serve process, is a private person over 18 years of age and not a party to the action. If service is sought and served by a private person, the private person shall endorse the private person's return thereon and the return shall be by affidavit.

Dan West

Special Process Server Signature

STATE OF MISSOURI Arizona)
COUNTY OF ST. CHARLES Maricopa) ss.

I Dan West, of lawful age, upon being duly sworn on oath, deposes and states that the facts contained in the foregoing Affidavit are true and accurate according to his/her best knowledge, information and belief, and that he/she signs same as his/her free and voluntary act and deed.

Ashlee Haugen-Lewis

SUBSCRIBED and sworn to before me this 1st day of November, 2024.

Notarized online using audio-video communication

Ashlee Haugen-Lewis
Notary Public/Deputy Clerk



Ashlee Haugen-Lewis
Electronic Notary Public
State of Arizona
Maricopa County
Commission #: 562155
Commission Expires: 03/24/2027

My commission expires (Notary):

y Clerk):



IN THE 11TH JUDICIAL CIRCUIT COURT, ST. CHARLES COUNTY, MISSOURI

Sjb Industrial Supply, Llc

Plaintiff,

vs.

Wentzville R-iv School District

Defendant.

Case Number: 2411-CC01335

Entry of Appearance

Comes now undersigned counsel and enters his/her appearance as attorney of record for Sjb Industrial Supply, Llc, Plaintiff, in the above-styled cause.

/s/ Tyler S. Manuel

Tyler Steven Manuel

Mo Bar Number: 74927

Attorney for Plaintiff

825 Maryville Centre Drive

Suite 300

Town And Country, MO 63017-5946

Phone Number: (314) 392-5200

tmanuel@mlklaw.com

Certificate of Service

I hereby certify that on November 6th, 2024, a copy of the foregoing was sent through the Missouri eFiling system to the registered attorneys of record and to all others by facsimile, hand delivery, electronic mail or U.S. mail postage prepaid to their last known address.

/s/ Tyler S. Manuel

Tyler Steven Manuel



Summons in Civil Case

IN THE 11TH JUDICIAL CIRCUIT, ST. CHARLES COUNTY, MISSOURI

Judge or Division: DANIEL G PELIKAN	Case Number: 2411-CC01335
Plaintiff/Petitioner: SJB INDUSTRIAL SUPPLY, LLC	Plaintiff's/Petitioner's Attorney/Address BRIAN EDWARD MCGOVERN MCCARTHY, LEONARD, KAEMMERER 825 MARYVILLE CENTRE DR STE 300 TOWN AND COUNTRY, MO 63017
Defendant/Respondent: WENTZVILLE R-IV SCHOOL DISTRICT	Court Address: 300 N 2ND STREET SAINT CHARLES, MO 63301
Nature of Suit: CC Breach of Contract	(Date File Stamp for Return)
The State of Missouri to: WENTZVILLE R-IV SCHOOL DISTRICT Alias: 280 INTERSTATE DRIVE WENTZVILLE, MO 63385	

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

COURT SEAL OF



ST. CHARLES COUNTY

06-NOV-2024

Date

/S/ Cheryl Crowder

Clerk

Further Information:

Case Number: 2411-CC01335

Officer's or Server's Return

Note to serving officer: Service should be returned to the court within 30 days after the date of issue.

I certify that I have served the above Summons by: (check one)

- ☐ delivering a copy of the summons and petition to the defendant/respondent.
- ☐ leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with _____, a person at least 18 years of age residing therein.
- ☐ (for service on a corporation) delivering a copy of the summons and petition to: _____ (name) _____ (title).
- ☐ other: _____

Served at _____ (address)
in _____ (County/City of St. Louis), MO, on _____ (date)
at _____ (time).

Printed Name of Officer or Server

Signature of Officer or Server

Must be sworn before a notary public if not served by an authorized officer.

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____

Date

Notary Public

Service Fees (if applicable)

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary _____

Supplemental Surcharge \$ 10.00

Mileage \$ _____ (_____ miles @ \$ _____ per mile)

Total \$ _____

A copy of the summons and petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

IN THE 11th JUDICIAL CIRCUIT COURT, ST. CHARLES COUNTY, MISSOURI
11th JUDICIAL CIRCUIT

SJB INDUSTRIAL SUPPLY, LLC

Plaintiff

v.

WENTZVILLE R-IV SCHOOL DISTRICT

Defendant

Case No.:2411-CC01335

AFFIDAVIT OF SUBSTITUTED SERVICE

That I, Dan West hereby solemnly affirm under penalties of perjury and upon personal knowledge that the contents of the following document are true and do affirm I am a competent person over 18 years of age, not a party to this action and that I am certified and in good standing and/or authorized to serve process in the Judicial Circuit in which the process was served.

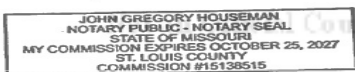
That on 11/7/2024 at 2:54 PM at 280 Interstate Dr, Wentzville, MO 63385-4510 I served WENTZVILLE R-IV SCHOOL DISTRICT C/O MR. BRIAN BISHOP INTEREM SUPERINTENDENT with the following list of documents: SUMMONS,PETITION by then and there personally delivering a true and correct copy of the documents into the hands of and leaving with Ashley Bray whose relationship is Employee.

That the person with whom the documents were left with was at least 18 years of age apparently in charge at the office or usual place of business of the person served. I informed him/her of the general nature of the papers.

That I asked the person spoken to whether the Servee was in the active duty military service of the United States or in the state in which this service was made and was told ☒ No they were not ☐ Yes they are ☐ No answer was given.

That if required, a copy of said documents was mailed postpaid, sealed wrapper, properly addressed to WENTZVILLE R-IV SCHOOL DISTRICT C/O MR. BRIAN BISHOP INTEREM SUPERINTENDENT at 280 Interstate Dr, Wentzville, MO 63385-4510 on 11/7/2024 following all requirements of the State Rules in which the above captioned case is filed.

That the fee for this Service is \$.00



John Gregory Houseman

Subscribed and sworn before me, a Notary Public, this 8th day of November, 2024

[Signature]

John Gregory Houseman
Notary Public
My Commission expires on: 10/25/2027

[Signature]

Dan West
Contracted by Captured Investigative Agency
8235 Forsyth Blvd., STE 1100
Clayton, MO 63105
(314) 392-3205

Executed On:



Order #:41516
The Plaintiff: SJB INDUSTRIAL SUPPLY, LLC



Summons in Civil Case

IN THE 11TH JUDICIAL CIRCUIT, ST. CHARLES COUNTY, MISSOURI

Judge or Division: DANIEL G PELIKAN	Case Number: 2411-CC01335
Plaintiff/Petitioner: SJB INDUSTRIAL SUPPLY, LLC	Plaintiff's/Petitioner's Attorney/Address BRIAN EDWARD MCGOVERN MCCARTHY, LEONARD, KAEMMERER 825 MARYVILLE CENTRE DR STE 300 TOWN AND COUNTRY, MO 63017
Defendant/Respondent: WENTZVILLE R-IV SCHOOL DISTRICT	Court Address: 300 N 2ND STREET SAINT CHARLES, MO 63301
Nature of Suit: CC Breach of Contract	(Date File Stamp for Return)
The State of Missouri to: WENTZVILLE R-IV SCHOOL DISTRICT Alias: 280 INTERSTATE DRIVE WENTZVILLE, MO 63385	

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

COURT SEAL OF



ST. CHARLES COUNTY

06-NOV-2024

Date

/S/ Cheryl Crowder

Clerk

Further Information:

Case Number: 2411-CC01335

Officer's or Server's Return

Note to serving officer: Service should be returned to the court within 30 days after the date of issue.

I certify that I have served the above Summons by: (check one)

- ☐ delivering a copy of the summons and petition to the defendant/respondent.
- ☐ leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with _____, a person at least 18 years of age residing therein.
- ☐ (for service on a corporation) delivering a copy of the summons and petition to: _____ (name) _____ (title).
- ☐ other: _____

Served at _____ (address)
in _____ (County/City of St. Louis), MO, on _____ (date)
at _____ (time).

Printed Name of Officer or Server

Signature of Officer or Server

Must be sworn before a notary public if not served by an authorized officer.

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____
Date Notary Public

Service Fees (if applicable)

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary _____

Supplemental Surcharge \$ 10.00

Mileage \$ _____ (_____ miles @ \$ _____ per mile)

Total \$ _____

A copy of the summons and petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff,

v.

WENTZVILLE R-IV SCHOOL DISTRICT,

Defendant.

Case No. 2411-CC01335

ENTRY OF APPEARANCE

COMES NOW Celynda L. Brasher of the law firm Tueth, Keeney, Cooper, Mohan & Jackstadt, P.C., reserving all objections to jurisdiction, venue, and service of process, and hereby enters her appearance on behalf of Defendant Wentzville R-IV School District in the above styled action.

RESPECTFULLY SUBMITTED,

**TUETH KEENEY COOPER
MOHAN & JACKSTADT, P.C.**

By: /s/ Celynda L. Brasher

Celynda L. Brasher, #38243

34 N. Meramec, Suite 600

St. Louis, Missouri 63105

Telephone: (314) 880-3600

Facsimile: (314) 880-3601

mmoutray@tuethkeeney.com

Attorney for Wentzville R-IV School District

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was sent via the Court's electronic filing system on December 3, 2024, upon the following:

Brian E. McGovern
Tyler S. Manuel
McCarthy Leonard & Kaemmerer, L.C.
825 Maryville Centre Drive, Suite 300
Town & Country, MO 63017
bmcgovern@mlklaw.com
tmanuel@mlklaw.com

Attorney for Plaintiff

/s/ Celynda L. Brasher

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff,

v.

WENTZVILLE R-IV SCHOOL DISTRICT,

Defendant.

Case No. 2411-CC01335

ENTRY OF APPEARANCE

COMES NOW Mandi D. Moutray of the law firm Tueth, Keeney, Cooper, Mohan & Jackstadt, P.C., reserving all objections to jurisdiction, venue, and service of process, and hereby enters her appearance on behalf of Defendant Wentzville R-IV School District in the above styled action.

RESPECTFULLY SUBMITTED,

**TUETH KEENEY COOPER
MOHAN & JACKSTADT, P.C.**

By: /s/ Mandi D. Moutray

Mandi D. Moutray, #66096

34 N. Meramec, Suite 600

St. Louis, Missouri 63105

Telephone: (314) 880-3600

Facsimile: (314) 880-3601

mmoutray@tuethkeeney.com

Attorney for Wentzville R-IV School District

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was sent via the Court's electronic filing system on December 3, 2024, upon the following:

Brian E. McGovern
Tyler S. Manuel
McCarthy Leonard & Kaemmerer, L.C.
825 Maryville Centre Drive, Suite 300
Town & Country, MO 63017
bmcgovern@mlklaw.com
tmanuel@mlklaw.com

Attorney for Plaintiff

/s/ Mandi D. Moutray

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff,

v.

WENTZVILLE R-IV SCHOOL DISTRICT,

Defendant.

Case No. 2411-CC01335

ENTRY OF APPEARANCE

COMES NOW Shannon M. Orbe of the law firm Tueth, Keeney, Cooper, Mohan & Jackstadt, P.C., reserving all objections to jurisdiction, venue, and service of process, and hereby enters her appearance on behalf of Defendant Wentzville R-IV School District in the above styled action.

RESPECTFULLY SUBMITTED,

**TUETH KEENEY COOPER
MOHAN & JACKSTADT, P.C.**

By: /s/ Shannon M. Orbe

Shannon M. Orbe, #71107

34 N. Meramec, Suite 600

St. Louis, Missouri 63105

Telephone: (314) 880-3600

Facsimile: (314) 880-3601

mmoutray@tuethkeeney.com

Attorney for Wentzville R-IV School District

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was sent via the Court's electronic filing system on December 3, 2024, upon the following:

Brian E. McGovern
Tyler S. Manuel
McCarthy Leonard & Kaemmerer, L.C.
825 Maryville Centre Drive, Suite 300
Town & Country, MO 63017
bmcgovern@mlklaw.com
tmanuel@mlklaw.com

Attorney for Plaintiff

/s/ Shannon M. Orbe

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff,

v.

WENTZIVILLE R-IV SCHOOL DISTRICT,

Defendant.

Case No. 2411-CC01335

**DEFENDANT'S CONSENT MOTION FOR EXTENSION OF TIME
TO FILE ANSWER TO PLAINTIFF'S PETITION**

COMES NOW Defendant, Wentzville R-IV School District, (hereinafter "Defendant"),
by and through counsel, and for its Consent Motion for Extension of Time to File Answer to
Plaintiff's Petition, states as follows:

1. Plaintiff filed this lawsuit on October 31, 2024.
2. Defendant was served with Plaintiff's Petition on or about November 7, 2024. Accordingly, Defendant's responsive pleading to Plaintiff's Petition is due December 9, 2024.
3. Defendant requires additional time to prepare its Answer and Affirmative Defenses to Plaintiff's Petition. Defendant respectfully requests additional time to prepare and file its Answer to Plaintiff's Petition, up to and including January 6, 2025.
4. Defense counsel corresponded with Plaintiff's counsel on December 2, 2024, and Plaintiff's counsel granted their consent to the proposed extension of time.
5. This request is not made for the purpose of delay and will not prejudice any party.

WHEREFORE, Defendant respectfully requests this Court grant its Motion for Extension of Time to File Answer to Plaintiff's Petition and for any other and further relief as this Court deems just and proper under the circumstances.

RESPECTFULLY SUBMITTED,

**TUETH KEENEY COOPER
MOHAN & JACKSTADT, P.C.**

By: /s/ Mandi D. Moutray

Celynda L. Brasher, Mo. Bar No. 38243

Mandi D. Moutray, Mo. Bar No. 66096

Shannon M. Orbe, Mo. Bar No. 71107

34 N. Meramec, Suite 600

St. Louis, Missouri 63105

Telephone: (314) 880-3600

Facsimile: (314) 880-3601

cbrasher@tuethkeeney.com

mmoutray@tuethkeeney.com

sorbe@tuethkeeney.com

Attorneys for Defendant

Wentzville R-IV School District

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was sent via the Court's electronic filing system on this December 9, 2024, upon the following:

Brian E. McGovern
Tyler S. Manuel
McCarthy Leonard & Kaemmerer, L.C.
825 Maryville Centre Drive, Suite 300
Town & Country, MO 63017
bmcgovern@mlklaw.com
tmanuel@mlklaw.com

/s/ Mandi D. Moutray

FILED

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

DEC 16 2024

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff,

v.

WENTZIVLLE R-IV SCHOOL DISTRICT,

Defendant.

CIRCUIT CLERK
ST. CHARLES COUNTY

Case No. 2411-CC01335

**DEFENDANT'S CONSENT MOTION FOR EXTENSION OF TIME
TO FILE ANSWER TO PLAINTIFF'S PETITION**

COMES NOW Defendant, Wentzville R-IV School District, (hereinafter "Defendant"),
by and through counsel, and for its Consent Motion for Extension of Time to File Answer to

Plaintiff's Petition, states as follows:

1. Plaintiff filed this lawsuit on October 31, 2024.
2. Defendant was served with Plaintiff's Petition on or about November 7, 2024. Accordingly, Defendant's responsive pleading to Plaintiff's Petition is due December 9, 2024.
3. Defendant requires additional time to prepare its Answer and Affirmative Defenses to Plaintiff's Petition. Defendant respectfully requests additional time to prepare and file its Answer to Plaintiff's Petition, up to and including January 6, 2025.
4. Defense counsel corresponded with Plaintiff's counsel on December 2, 2024, and Plaintiff's counsel granted their consent to the proposed extension of time.
5. This request is not made for the purpose of delay and will not prejudice any party.

WHEREFORE, Defendant respectfully requests this Court grant its Motion for Extension of Time to File Answer to Plaintiff's Petition and for any other and further relief as this Court deems just and proper under the circumstances.

RESPECTFULLY SUBMITTED,

TUETH KEENEY COOPER

MOHAN & JACKSTADT, P.C.

By: /s/ Mandi D. Moutray

Celynda L. Brasher, Mo. Bar No. 38243

Mandi D. Moutray, Mo. Bar No. 66096

Shannon M. Orbe, Mo. Bar No. 71107

34 N. Meramec, Suite 600

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cbrasher@tuethkeeney.com

mmoutray@tuethkeeney.com

sorbe@tuethkeeney.com

Attorneys for Defendant

Wentzville R-IV School District

SO ORDERED: 

DATED: December 16, 2024

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff,

v.

WENTZIVILLE R-IV SCHOOL DISTRICT,

Defendant.

Case No. 2411-CC01335

**DEFENDANT'S SECOND CONSENT MOTION FOR EXTENSION OF TIME
TO FILE ANSWER TO PLAINTIFF'S PETITION**

COMES NOW Defendant, Wentzville R-IV School District, (hereinafter "Defendant"),
by and through counsel, and for its Second Consent Motion for Extension of Time to File

Answer to Plaintiff's Petition, states as follows:

1. Plaintiff filed this lawsuit on October 31, 2024.
2. Defendant was served with Plaintiff's Petition on or about November 7, 2024.
3. On or about December 16, 2024, Judge Daniel Pelikan granted the District additional time, up to and including January 6, 2025, to prepare its responsive pleading to Plaintiff's Petition.
4. Accordingly, Defendant's responsive pleading to Plaintiff's Petition is due January 6, 2025.
5. Due to the Defendant's winter break, which has been extended due to weather conditions, Defendant requires additional time to prepare its Answer and Affirmative Defenses to Plaintiff's Petition. Defendant respectfully requests additional time to prepare and file its Answer to Plaintiff's Petition, up to and including January 13, 2025.

6. Defense counsel corresponded with Plaintiff's counsel on January 3, 2025, and Plaintiff's counsel granted their consent to the proposed extension of time.

7. This request is not made for the purpose of delay and will not prejudice any party.

WHEREFORE, Defendant respectfully requests this Court grant its Motion for Extension of Time to File Answer to Plaintiff's Petition and for any other and further relief as this Court deems just and proper under the circumstances.

RESPECTFULLY SUBMITTED,

**TUETH KEENEY COOPER
MOHAN & JACKSTADT, P.C.**

By: /s/ Mandi D. Moutray

Celynda L. Brasher, Mo. Bar No. 38243

Mandi D. Moutray, Mo. Bar No. 66096

Shannon M. Orbe, Mo. Bar No. 71107

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cbrasher@tuethkeeney.com

mmoutray@tuethkeeney.com

sorbe@tuethkeeney.com

Attorneys for Defendant

Wentzville R-IV School District

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was sent via the Court's electronic filing system on this January 6, 2025, upon the following:

Brian E. McGovern

Tyler S. Manuel

McCarthy Leonard & Kaemmerer, L.C.

825 Maryville Centre Drive, Suite 300

Town & Country, MO 63017

bmcgovern@mlklaw.com

tmanuel@mlklaw.com

/s/ Mandi D. Moutray

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff,

v.

WENTZVILLE R-IV SCHOOL DISTRICT,

Defendant.

Case No. 2411-CC01335

**DEFENDANT WENTZVILLE R-IV SCHOOL DISTRICT'S ANSWER,
AFFIRMATIVE DEFENSES, AND COUNTERCLAIM TO PLAINTIFF'S PETITION**

COMES NOW Defendant Wentzville R-IV School District ("the District"), by and through its attorneys, Tueth, Keeney, Cooper, Mohan & Jackstadt, P.C., and for its Answer and Affirmative Defenses to Plaintiff's Petition, states as follows:

JURISDICTION AND VENUE

1. The District is without knowledge or information sufficient to form a belief regarding the truth of the allegations in Paragraph 1, and therefore denies the same.
2. The District admits Paragraph 2.
3. The District denies the allegations contained in Paragraph 3.
4. The allegations in Paragraph 4 assert legal conclusions to which no response is required. To the extent that further response is deemed necessary, the District denies all allegations of fact and conclusions of law contained in Paragraph 4.

BACKGROUND

5. The District admits that it released a Request for Bid ("RFB") for custodial supplies and that photograph speaks for itself. To the extent further response is required, the District denies the remaining allegations contained in Paragraph 5, not expressly admitted herein.

6. The District admits that Plaintiff submitted a bid proposal to the District and that bid proposal speaks for itself. To the extent further response is required, the District denies the remaining allegations contained in Paragraph 6, not expressly admitted herein.

7. The District states that the correspondence between its Director of Custodial Services and the District's Board of Education speaks for itself. To the extent further response is required, the District denies the allegations in Paragraph 7.

8. The District states that its Board meeting minutes speak for themselves. The District denies that it entered into a contract with Plaintiff. To the extent further response is required, the District denies all of the allegations in Paragraph 8.

9. The District admits that it released a Request for Bid ("RFB") for cleaning chemicals and that photograph speaks for itself. To the extent further response is required, the District denies the remaining allegations contained in Paragraph 9, not expressly admitted herein.

10. The District admits that Plaintiff submitted a bid proposal to the District and that bid proposal speaks for itself. To the extent further response is required, the District denies the remaining allegations contained in Paragraph 10, not expressly admitted herein.

11. The District states that the correspondence between its Director of Custodial Services and the District's Board of Education speaks for itself. To the extent further response is required, the District denies the allegations in Paragraph 11.

12. The District states that its Board meeting minutes speak for themselves. The District denies that it entered into a contract with Plaintiff. To the extent further response is required, the District denies all of the allegations in Paragraph 12.

13. The District admits that it released a Request for Bid ("RFB") for ware wash, chemical, and 3-compartment sink chemicals and that photograph speaks for itself. To the extent

further response is required, the District denies the remaining allegations contained in Paragraph 13, not expressly admitted herein.

14. The District admits that Plaintiff submitted a bid proposal to the District and that bid proposal speaks for itself. To the extent further response is required, the District denies the remaining allegations contained in Paragraph 14, not expressly admitted herein.

15. The District states that the correspondence between its Director of Child Nutrition Services and the District's Board of Education speaks for itself. To the extent further response is required, the District denies the allegations in Paragraph 15.

16. The District states that its Board meeting minutes speak for themselves. The District denies that it entered into a contract with Plaintiff. To the extent further response is required, the District denies all of the allegations in Paragraph 16.

COUNT I

17. The District incorporates all of the preceding paragraphs of its Answer by reference as if set forth fully herein.

18. The District states that Plaintiff's Exhibit 2 and 3 speak for themselves. The District denies that it entered into a contract with Plaintiff. To the extent further answer is required, the District denies all of the allegations contained in Paragraph 18.

19. The District denies the allegations in Paragraph 19.

20. The District admits that Plaintiff was the lowest bidder at an annual cost of \$276,602.94, out of six (6) companies that submitted qualified bids in response to the District's RFB. The District denies the remaining allegations contained in Paragraph 20.

21. The District admits that it ordered supplies from Plaintiff. Defendant denies the remaining allegations contained in Paragraph 21, except as expressly admitted herein.

22. The District states that the correspondence between Mr. Joshua Schaffer, the District's Executive Director of Facilities, and Plaintiff speaks for itself. The District denies that Mr. Schaffer had "no jurisdiction" for the communication he had with Plaintiff. To the extent further answer is required, the District denies all of the allegations contained in Paragraph 22.

23. The District denies the allegations contained in Paragraph 23.

24. The District denies the allegations contained in Paragraph 24.

25. The District denies the allegations contained in Paragraph 25.

The District denies any allegations of fact and/or conclusions of law contained in the WHEREFORE clause of Count I of Plaintiff's Petition. The District further denies that Plaintiff is entitled to any relief sought in the WHEREFORE clause of Count I of Plaintiff's Petition.

Thus, the District respectfully requests that this Court dismiss Count I of Plaintiff's Petition.

COUNT II

26. The District incorporates all of the preceding paragraphs of its Answer by reference as if set forth fully herein.

27. The District states that Plaintiff's Exhibit 5 and 6 speak for themselves. The District denies that it entered into a contract with Plaintiff. To the extent further answer is required, the District denies all of the allegations contained in Paragraph 27.

28. The District denies the allegations in Paragraph 28.

29. The District admits that Plaintiff was the lowest bidder at an annual cost of \$38,836.20, out of nine (9) companies that submitted qualified bids in response to the District's RFB. The District denies the remaining allegations contained in Paragraph 29.

30. The District states that correspondence between Mr. Joshua Schaffer, the District's Executive Director of Facilities, and Plaintiff speak for itself. To the extent further answer is required, the District denies all of the allegations contained in Paragraph 30.

31. The District denies the allegations contained in Paragraph 31.

32. The District denies the allegations contained in Paragraph 32.

33. The District denies the allegations contained in Paragraph 33.

The District denies any allegations of fact and/or conclusions of law contained in the WHEREFORE clause of Count II of Plaintiff's Petition. The District further denies that Plaintiff is entitled to any relief sought in the WHEREFORE clause of Count II of Plaintiff's Petition.

Thus, the District respectfully requests that this Court dismiss Count II of Plaintiff's Petition.

COUNT III

34. The District incorporates all of the preceding paragraphs of its Answer by reference as if set forth fully herein.

35. The District admits that between approximately May 1, 2023 and October 10, 2023, the District purchased certain custodial and other supplies from Plaintiff. The District denies the remaining allegations contained in Paragraph 35.

36. The District admits that it rented certain pieces of industrial equipment from Plaintiff. By way of further Answer, the District states that Plaintiff allowed the District to use certain equipment – free of charge – on multiple occasions. The District denies the remaining allegations contained in Paragraph 36.

37. The District admits that Plaintiff sent certain invoices to the District for supplies and equipment rentals. By way of further Answer, the District paid all invoices received by the District from Plaintiff. Plaintiff, however, never sent, and the District has never received Invoice

No. 4801. The District is without knowledge as to whether those invoices are true and accurate summaries of the supplies and equipment supplied by Plaintiff. The District denies the remaining allegations in Paragraph 37, not expressly admitted herein.

38. The District denies the allegations contained in Paragraph 38. By way of further Answer, the District paid all invoices received by the District from Plaintiff. Plaintiff, however, never sent, and the District has never received Invoice No. 4801.

39. The District denies the allegations contained in Paragraph 39.

The District denies any allegations of fact and/or conclusions of law contained in the WHEREFORE clause of Count III of Plaintiff's Petition. The District further denies that Plaintiff is entitled to any relief sought in the WHEREFORE clause of Count III of Plaintiff's Petition.

Thus, the District respectfully requests that this Court dismiss Count III of Plaintiff's Petition.

COUNT IV

40. The District incorporates all of the preceding paragraphs of its Answer by reference as if set forth fully herein.

41. The District denies the allegations contained in Paragraph 41.

42. The District admits that Plaintiff installed certain dispensers in the District. The District is without knowledge or information sufficient to form a belief regarding the truth of the remaining allegations in Paragraph 42, and therefore denies the same.

43. The District admits that Plaintiff installed certain dispensers in the District. The District is without knowledge or information sufficient to form a belief regarding the truth of the remaining allegations in Paragraph 43, and therefore denies the same.

44. The District is without knowledge or information sufficient to form a belief regarding the truth of the allegations in Paragraph 44, and therefore denies the same.

45. The District denies the allegations contained in Paragraph 45.

46. The District denies the allegations contained in Paragraph 46.

The District denies any allegations of fact and/or conclusions of law contained in the WHEREFORE clause of Count IV of Plaintiff's Petition. The District further denies that Plaintiff is entitled to any relief sought in the WHEREFORE clause of Count IV of Plaintiff's Petition. Thus, the District respectfully requests that this Court dismiss Count IV of Plaintiff's Petition.

ADDITIONAL ANSWERS AND AFFIRMATIVE DEFENSES

1. Defendant denies each and every allegation of fact and/or conclusion of law that is not expressly and specifically admitted herein.

2. Plaintiff's Petition fails to state a claim upon which relief can be granted because the attachments to Plaintiff's Petition are not an enforceable contract under Missouri law pursuant to Mo. Rev. Stat. § 432.070.

3. Even if the exhibits to Plaintiff's Petition constitute contracts under Missouri law, which they do not, the District did not breach the terms of the RFQs attached to Plaintiff's Petition as the RFQs explicitly allow for termination of an agreement for "nonperformance, poor performance, late delivery, or other cause" . . . and "[t]he decision to termination rests solely with the District and/or duly appointed representative."

4. Plaintiff's claim is barred by the doctrine of consent, laches, waiver, and/or estoppel.

5. Plaintiff's claim is barred by Plaintiff's failure to mitigate its damages.

6. The District is the owner of the following property in Plaintiff's possession: (a) 46 cases of paper towels; (b) 560 cases of toilet paper; (c) 113 cases of hand soap; (d) 96 cases of 33x40 trash liners; (e) 268 cases of 40x48 trash liners; and (a) 181 of razor chemicals. This

property is a portion of the property purchased pursuant to invoices attached hereto as Exhibit A. Even if the exhibits to Plaintiff's Petition constitute contracts under Missouri law, which they do not, the District is entitled to a setoff in the amount of \$124,423.15.

7. Defendant incorporates each and every additional affirmative defense that may be uncovered or made known during the investigation and discovery in this case.

WHEREFORE, Defendant respectfully request that this Court enter its Order dismissing all claims against Defendant Wentzville R-IV School District with prejudice, awarding Defendant Wentzville R-IV School District its costs incurred in defending this matter, and granting such further relief as this Court deems just and proper.

COUNTERCLAIM

COMES NOW Defendant/Counterclaim Plaintiff Wentzville R-IV School District ("the District"), by and through its attorneys, Tueth, Keeney, Cooper, Mohan & Jackstadt, P.C., and for its Counterclaim against Plaintiff/Counterclaim Defendant, SJB Industrial Supply, LLC ("SJB Industrial"), states as follows:

1. The District is school district and a political subdivision of the State of Missouri, organized and existing under and by virtue of the laws of the State of Missouri and is located in St. Charles County, Missouri.

2. SJB Industrial is a limited liability company organized and existing under and by virtue of the laws of the State of Missouri. SJB Industrial's principal place of business is located in St. Charles County, Missouri.

3. Jurisdiction and venue are proper in this Court pursuant to Mo. Rev. Stat. §§ 533.240; 508.010; 478.070.

COUNT I – Replevin

4. The District incorporates Paragraphs 1-2 of its Counterclaim as if fully set forth herein.

5. The District is the owner of the following property located St. Charles County, Missouri: (a) 289 cases of paper towels; (b) 769 cases of toilet paper; (c) 273 cases of hand soap; (d) 146 cases of 33x40 trash liners; (e) 406 cases of 40x48 trash liners; (f) 446 cases of 43x67 trash bags; and (g) 193 cases of razor chemicals. This property is a portion of the property purchased pursuant to invoices attached hereto as Exhibit A.

6. Upon information and belief, this property is located in SJB Industrial's warehouse and has not been released to the District by SJB Industrial.

7. The District has requested SJB Industrial release this property to the District; however, SJB Industrial has failed to surrender the property from its possession and return it to the District.

8. The property is now unlawfully being detained by SJB Industrial.

9. The present value of the property is \$124,423.15.

10. The District is the owner of the property and is entitled to immediate possession of the property. The District has demanded from SJB Industrial possession of the property, but SJB Industrial has failed and refused and continues to fail and refuse to give the District such rightful possession and wrongfully continues to detain the property.

11. The property has not been taken for any tax, assessment, or fine levied by virtue of the laws of the State of Missouri against the District or the property of the District, nor seized under any legal process against the goods and chattel of the District, subject to such lawful process, nor held by virtue of any order of replevin against the District.

WHEREFORE, the District prays for the court to enter an Order for Replevin granting the District: (a) immediate possession of the property described in Paragraph 4 of the District's Counterclaim; (b) the value of the property described in Paragraph 4 that is not delivered; (c) damages for retention by SJB Industrial of the property described in Paragraph 4, and (d) such other and further relief as the Court deems proper, necessary, and appropriate.

COUNT II – Conversion

12. The District incorporates Paragraphs 1-10 of its Counterclaim as if fully set forth herein.

13. On or about April 11, 2023, the District ordered and paid for the following property from SJB Industrial: (a) 46 cases of paper towels; (b) 560 cases of toilet paper; (c) 113 cases of hand soap; (d) 96 cases of 33x40 trash liners; (e) 268 cases of 40x48 trash liners; and (a) 181 of razor chemicals. This property is a portion of the property purchased pursuant to invoices attached hereto as Exhibit A.

14. SJB Industrial has taken possession of the District's property and has maintained possession of the District's property to the exclusion of the District's right, title, and interest.

15. The District has demanded SJB Industrial return the property; however, to date, SJB Industrial has intentionally failed and refused to return possession of the property to the District, to the District's damage in the sum of \$124,423.15.

16. SJB Industrial's actions as described herein were outrageous because of its evil motive or reckless indifference to the District's rights, because SJB Industrial improperly and illegally retaliated against the District for declining to continue using SJB Industrial as a vendor for industrial supplies, despite the District tendering all charges and fees then due and owing to SJB Industrial for the Property, all to the District's injury and damage in excess of \$124,423.15.

WHEREFORE, the District prays for an award of actual and punitive damages in an amount deemed fair and reasonable, the District's costs, and such other and further relief as the Court shall deem proper.

RESPECTFULLY SUBMITTED,

TUETH KEENEY COOPER MOHAN
& JACKSTADT, P.C.

By: /s/ Mandi D. Moutray

Celynda Brasher, #38243

Mandi D. Moutray, #66096

Shannon M. Orbe, #71107

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cbrasher@tuethkeeney.com

mmoutray@tuethkeeney.com

sorbe@tuethkeeney.com

***Attorneys for Wentzville R-IV School
District***

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was sent via the court's electronic filing system on January 13, 2025, upon the following:

Brian E. McGovern

Tyler S. Manuel

McCarthy Leonard & Kaemmerer, L.C.

825 Maryville Centre Drive, Suite 300

Town & Country, MO 63017

bmcgovern@mlklaw.com

tmanuel@mlklaw.com

/s/ Mandi D. Moutray

Original Copy
(DUPLICATE)

Bill To: Wentzville R-IV School District
280 Interstate Drive
Wentzville, MO 63385
Phone: (636) 327-3800
Fax: (636) 327-3092
Email: sstfln@wvndr4.org

Tax Exempt Number:
12622818
PO Type:

Page No:	1
P.O.Date:	04/11/23
Delivery Date:	ASAP
Bid/Quote No:	
Requisition No:	
Purchase Order No:	23-9360-0596

Vendor: SJB INDUSTRIAL SUPPLY LLC
SCOTT BOETTTLER
1531 SWANTNERNVILLE DR
WENTZVILLE MO 63385
Phone: (314) 399-2932
Vendor ID: S039470
Vendor Email: sbottler@sjbindustrial.com

Ship to: Administrative Center Annex
Attn: Diana Moore
290 Interstate Drive
Wentzville, MO 63385
Phone: (636) 327-5090
Fax: (636) 327-3985

Terms:		Ship Via:		Reader Invoices in duplicate, enclosing one copy with merchandise and mailing other copy to central office ("BILL TO" address above). For all equipment purchases, serial numbers must be indicated on the invoice.		
Line	Qty	Unit	Part No. and Description		Unit Price	Amount
Note: This PO is only VALID for the 2022-23 school year: JULY 1, 2022 through JUNE 30, 2023. Summer hours and no deliveries on Fridays between the dates of 06/10/2022 until 08/05/2022. Reminder: Please mail invoices to 280 Interstate Dr, Wentzville MO 63385						
1.	1280.00	Ctn	Tissima Toilet 2 ply / Jumbo 1000'' roll 12/cs 100-2542-6411-9360-00883-1-00		38.98	49,228.00
2.	1927.00	Ctn	Roll Towels Natural Soft 6 rolls/cs 100-2542-6411-9360-00883-1-00		31.66	61,008.82
3.	500.00	Ctn	Liners 40x48 250/cs 100-2342-6411-9360-00883-1-00		28.64	14,320.00
4.	500.00	Ctn	Liners 33x40 250/cs 100-2542-6411-9360-00883-1-00		31.04	15,520.00
5.	700.00	Ctn	Liners Black 43x47 100/cs 100-2542-6411-9360-00883-1-00		23.70	16,590.00
6.	1250.00	Pa.	Aval Hand Soap Foam 1000 ml 6/cs 100-2542-6411-9360-00883-1-00		35.65	44,312.50
Order Total ----->						\$199,976.32

RB Rogan

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff,

v.

WENTZVILLE R-IV SCHOOL DISTRICT,

Defendant.

Cause No. 2411-CC01335

CERTIFICATE OF SERVICE

The undersigned counsel for Plaintiff/Counterclaim Defendant SJB Industrial Supply, LLC, hereby certifies that on the 11th day of February, 2025, a copy of SJB Industrial Supply, LLC's *First Set of Interrogatories Directed to Defendant Wentzville R-IV School District* and *First Request for Production to Defendant Wentzville R-IV School District* were sent via e-mail, in both PDF and Word format to the following counsel of record:

Celynda Brasher

Mandi D. Moutray

Shannon M. Orbe

cbrasher@tuethkeeney.com

mmoutray@tuethkeeney.com

sorbe@tuethkeeney.com

Attorneys for Defendant/Counterclaim Plaintiff

The undersigned hereby certifies that on this 11th day of February, 2025, the foregoing Certificate was also filed electronically with the Clerk of Court, therefore to be served electronically by operation of the Court's electronic filing system upon the parties.

Respectfully submitted,

McCARTHY, LEONARD, & KAEMMERER, L.C.

By: /s/Brian E. McGovern

Brian E. McGovern, #34677

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Tyler S. Manuel, #74927

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825 Maryville Centre Drive, Suite 300

Town and Country, Missouri 63017

Telephone: (314) 392-5200

Facsimile: (314) 392-5221

Attorneys for Plaintiff/Counterclaim

Defendant

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff,

v.

WENTZVILLE R-IV SCHOOL DISTRICT,

Defendant.

Cause No. 2411-CC01335

ENTRY OF APPEARANCE

COMES NOW Alexander J. Lindley of the law firm McCarthy, Leonard & Kaemmerer, LC, and hereby enters his appearance on behalf of Plaintiff SJB Industrial Supply, LLC in the above-referenced cause of action.

Respectfully submitted,

MCCARTHY, LEONARD & KAEMMERER, L.C.

By: /s/ Alexander J. Lindley

Alexander J. Lindley #71053

alindley@mlklaw.com

825 Maryville Centre, Suite 300

Town & Country, MO 63017-5946

Ph: 314-392-5200

Fax: 314-392-5221

Attorney for Plaintiff

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff/Counterclaim Defendant,

v.

WENTZVILLE R-IV SCHOOL DISTRICT,

Defendant/Counterclaimant.

Cause No. 2411-CC01335

ANSWER AND AFFIRMATIVE DEFENSES TO COUNTERCLAIM

COMES NOW Plaintiff/Counterclaim Defendant SJB Industrial Supply, LLC (“SJB”), by and through the undersigned counsel and submits the following Answer and Affirmative Defenses to the Counterclaim (“Counterclaim”) of Defendant/Counterclaimant Wentzville R-IV School District (“Wentzville”):

ANSWER

1. SJB admits the allegations contained in Paragraph 1.
2. SJB admits the allegations contained in Paragraph 2.
3. The allegations contained in Paragraph 3 consist of arguments and legal conclusions to which no response is required. To the extent this Court requires a response, SJB denies the allegations contained in this Paragraph.

COUNT I - Replevin

4. SJB restates and incorporates its answers to all preceding Paragraphs as if fully set forth herein.

5. SJB states that the Exhibit A referenced in this Paragraph is the best evidence of the contents contained therein and SJB denies any allegations contained in this Paragraph which are inconsistent with the terms of the same. Answering further, the allegations contained in Paragraph 5

consist of arguments and legal conclusions to which no response is required. To the extent this Court requires a response, SJB denies the allegations contained in this Paragraph.

6. The allegations contained in Paragraph 6 consist of arguments and legal conclusions to which no response is required. To the extent this Court requires a response, SJB denies the allegations contained in this Paragraph.

7. SJB denies the allegations contained in Paragraph 7.

8. The allegations contained in Paragraph 8 consist of arguments and legal conclusions to which no response is required. To the extent this Court requires a response, SJB denies the allegations contained in this Paragraph.

9. The allegations contained in Paragraph 9 consist of arguments and legal conclusions to which no response is required. To the extent this Court requires a response, SJB denies the allegations contained in this Paragraph.

10. The allegations contained in Paragraph 10 consist of arguments and legal conclusions to which no response is required. To the extent this Court requires a response, SJB denies the allegations contained in this Paragraph.

11. The allegations contained in Paragraph 11 consist of arguments and legal conclusions to which no response is required. To the extent this Court requires a response, SJB denies the allegations contained in this Paragraph.

COUNT II - Conversion

12. SJB restates and incorporates its answers to all preceding Paragraphs as if fully set forth herein.

13. SJB states that the Exhibit A referenced in this Paragraph is the best evidence of the contents contained therein and SJB denies any allegations contained in this Paragraph which are inconsistent with the terms of the same. Answering further, the allegations contained in Paragraph 13

consist of arguments and legal conclusions to which no response is required. To the extent this Court requires a response, SJB denies the allegations contained in this Paragraph.

14. The allegations contained in Paragraph 14 consist of arguments and legal conclusions to which no response is required. To the extent this Court requires a response, SJB denies the allegations contained in this Paragraph.

15. The allegations contained in Paragraph 15 consist of arguments and legal conclusions to which no response is required. To the extent this Court requires a response, SJB denies the allegations contained in this Paragraph.

16. The allegations contained in Paragraph 16 consist of arguments and legal conclusions to which no response is required. To the extent this Court requires a response, SJB denies the allegations contained in this Paragraph.

WHEREFORE, having fully answered the allegations set forth in the Counterclaim, SJB respectfully request that the Court dismiss the Counterclaim, with costs assessed against Counterclaimant, and for such other and further relief as the Court deems just and proper under the circumstances.

AFFIRMATIVE DEFENSES

By setting forth the following affirmative defenses, SJB does not assume any burden of proof as to any fact issue or other element of any cause of action that properly belongs to Counterclaimant. SJB reserves the right to assert and plead additional affirmative defenses if and when facts supporting said affirmative defenses become known and available to them during the course of litigation.

1. Answering further and for its First Affirmative Defense, SJB states that Wentzville's recovery is barred or limited based on equitable principles, including but not limited to fairness, proportionality, equity, avoidance of unjust enrichment, mutuality, duty to mitigate

damages, and unclean hands, Wentzville wrongfully possesses hundreds of thousands of dollars in SJB's property.

2. Answering further and for its Second Affirmative Defense, SJB states that Wentzville's claims are barred by consent, permission, estoppel or acquiescence.

3. SJB reserves the right to assert and plead additional affirmative defenses if and when facts supporting said affirmative defenses become known and available to them during the course of litigation.

WHEREFORE, having fully responded to Counterclaimant's Counterclaim, SJB moves this Court for an Order dismissing the Counterclaim with prejudice, and for their costs incurred and expended herein, and for such further relief as the Court may deem just and proper.

Respectfully submitted,

McCARTHY, LEONARD & KAEMMERER, L.C.

By: /s/ Brian E. McGovern

Brian E. McGovern, #34677

bmcgovern@mlklaw.com

Alexander J. Lindley, #71053

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I, the undersigned, on the 11th day of February, 2025, electronically filed this document with the St. Charles County Circuit Court, State of Missouri, to be served upon all counsel of record.

/s/ Brian E. McGovern

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff,

v.

WENTZVILLE R-IV SCHOOL DISTRICT,

Defendant.

Cause No. 2411-CC01335

MOTION TO STRIKE AFFIRMATIVE DEFENSES

COMES NOW Plaintiff SJB Industrial Supply, LLC (“SJB”), by and through the undersigned counsel and hereby moves the Court to Strike the affirmative defenses of Defendant Wentzville R-IV School District (“Wentzville”):

1. Wentzville plead six purported affirmative defenses to SJB’s Petition.
2. An “affirmative defense” is “[a] defendant's assertion of facts and arguments that, if true, will defeat the plaintiff's ... claim, even if all the allegations in the complaint are true.” *Ressler v. Clay County*, 375 S.W.3d 132, 140 (Mo.App.2012) (quoting BLACK'S LAW DICTIONARY 482 (9th ed.2009)).¹ However, Wentzville’s first “affirmative defense” is merely a general denial of “any allegation of fact and/or conclusion of law” that was not expressly and specifically admitted by Wentzville.
3. Wentzville’s second “affirmative defense” that Plaintiff “fails to state a claim” is not an accepted affirmative defense but rather a conclusory statement which must be raised in a motion to dismiss.

¹ Under Missouri's pleading rules, an affirmative defense is a matter that is asserted to avoid liability, even if the facts pleaded in the petition are proved.” *Boone Nat'l Savings & Loan Ass'n, F.A. v. Crouch*, 47 S.W.3d 371, 375, (Mo. banc 2001).

4. Rule 55.08 requires that all applicable affirmative defenses be pled in the responsive pleadings along with “a short and plain statement of the facts showing that the pleader is entitled to the defense,” or else it will be considered generally waived. *Holdener v. Fieser*, 971 S.W.2d 946, 950 (Mo. App. E.D. 1998). Wentzville’s third “affirmative defense” lacks sufficient fact or argument sufficient to show why Wentzville did not breach the contract(s) at issue.

5. Wentzville’s fourth “affirmative defense” is merely a legal conclusion that four separate equitable doctrines are applicable. Similarly, Wentzville’s fifth “affirmative defense” concludes that SJB “failed to mitigate its damages”. “A pleading is insufficient where it is merely a legal conclusion.” *Peterson v. Discover Property & Casualty Insurance Co.*, 460 S.W.3d 393, 411 (Mo.App.2015). Wentzville failed to plead any facts or argument indicating how any of these defenses would apply.

6. Wentzville has asserted, however, a cause of action for the first time in 2024 asserting a claim for punitive damages. It is an “initial pleading” and improperly contains claims for punitive damages.

7. As a result of Wentzville’s failure to meet Missouri’s pleading requirements, SJB requests that the Court strike Paragraphs 1-5 of Wentzville’s affirmative defenses.

WHEREFORE, SJB requests that the Court grant the foregoing motion to strike; that the Court strike Paragraphs 1-5 of Wentzville’s affirmative defenses; and for any other further or additional relief this Court deems just and proper.

Respectfully submitted,

McCARTHY, LEONARD & KAEMMERER, L.C.

By: /s/ Brian E. McGovern

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

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/s/ Brian E. McGovern

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff/Counterclaim Defendant,

v.

WENTZVILLE R-IV SCHOOL DISTRICT,

Defendant/Counterclaimant.

Cause No. 2411-CC01335

MOTION TO STRIKE CLAIM FOR PUNITIVE DAMAGES

COMES NOW Plaintiff/Counterclaim Defendant SJB Industrial Supply, LLC (“SJB”), by and through the undersigned counsel and hereby moves the Court to Strike the claim for punitive damages made in the Counterclaim (“Counterclaim”) of Defendant/Counterclaimant Wentzville R-IV School District (“Wentzville”):

1. Wentzville’s request for relief in Count II of its Counterclaim seeks punitive damages against SJB.
2. Section 510.262, RSMo made changes regarding punitive damages for “causes of action filed on or after August 28, 2020.” *Largent v. Pelikan*, 628 S.W.3d 162, 165 (Mo. App. E.D. 2021).
3. Under § 510.261, RSMo: “No initial pleading in a civil action shall contain a claim for a punitive damage award. Any later pleading containing a claim for a punitive damage award may be filed only with leave of the court.”
4. This proceeding is a civil action.
5. Wentzville has asserted, however, a cause of action for the first time in 2024 asserting a claim for punitive damages. It is an “initial pleading” and improperly contains claims for punitive damages.

6. Therefore, SJB requests that the Court strike all requests for, and references to, punitive damages in the Counterclaim.

7. Even assuming *arguendo*, the Counterclaim is not considered an “initial pleading”, Wentzville may not assert a claim for punitive damages without leave of court. Wentzville did not seek or obtain leave of Court to assert a claim for punitive damages in its Counterclaim.

8. Rule 55.27(e) allows the Court to strike from “any pleading any insufficient defense or any redundant, immaterial, impertinent, or scandalous matter.”

WHEREFORE, SJB requests that the Court grant the foregoing motion to strike; that the Court strike Wentzville’s claims for punitive damages; and for any other further or additional relief this Court deems just and proper.

Respectfully submitted,

McCARTHY, LEONARD & KAEMMERER, L.C.

By: /s/ Brian E. McGovern

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I, the undersigned, on the 11th day of February, 2025, electronically filed this document with the St. Charles County Circuit Court, State of Missouri, to be served upon all counsel of record.

/s/ Brian E. McGovern

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff,

v.

WENTZVILLE R-IV SCHOOL DISTRICT,

Defendant.

Cause No. 2411-CC01335

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on April 3, 2025, Defendant Wentzville R-IV School District served its Answers and Objections to Plaintiff's First Set Interrogatories Directed to Defendant and its Responses and Objections to Plaintiff's First Requests for Production Directed to Defendant via email on all counsel of record.

RESPECTFULLY SUBMITTED,

**TUETH KEENEY COOPER
MOHAN & JACKSTADT, P.C.**

By: /s/ Mandi D. Moutray
Celynda L. Brasher, #38243
Mandi D. Moutray, #66096
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Attorneys for Defendant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was sent to the Court's electronic filing system on this 4th day of April 2025 and upon Plaintiff's attorney of record.

/s/ Mandi D. Moutray

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff,

v.

WENTZVILLE R-IV SCHOOL DISTRICT,

Defendant.

Case No. 2411-CC01335

ENTRY OF APPEARANCE AND SUBSTITUTION OF COUNSEL

Reid S. Simpson of TUETH KEENEY COOPER MOHAN & JACKSTADT, P.C. hereby enters his appearance on behalf of Defendant Wentzville R-IV School District

Shannon M. Orbe of TUETH KEENEY COOPER MOHAN & JACKSTADT, P.C. hereby withdraws as counsel for Defendant Wentzville R-IV School District.

All future communication should be directed to Ms. Celynda L. Brasher, Ms. Mandi D. Moutray, and Mr. Reid S. Simpson, as indicated below.

Respectfully submitted,

TUETH KEENEY COOPER MOHAN
& JACKSTADT, P.C.

/s/ Reid S. Simpson

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Attorneys for Wentzville R-IV School District

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was sent via the court's electronic filing system on May 30, 2025, upon the following:

Brian E. McGovern

Tyler S. Manuel

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/s/ Reid S. Simpson

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff,

v.

WENTZVILLE R-IV SCHOOL DISTRICT,

Defendant.

Cause No. 2411-CC01335

**PLAINTIFF'S UNOPPOSED MOTION FOR LEAVE
TO FILE ITS FIRST AMENDED PETITION**

COMES NOW Plaintiff SJB Industrial Supply, LLC ("Plaintiff"), by and through its undersigned counsel, pursuant to Missouri Supreme Court Rule 55.33, without opposition from Defendant, and hereby move for leave to file its First Amended Petition, and in support thereof states as follows:

1. On October 31, 2024, Plaintiff filed its Petition.
2. The parties have just begun written discovery, have conducted no oral discovery, and trial has not been scheduled.
3. Pursuant to Mo. Sup. Ct. R. 55.33(a), a pleading may be amended by leave of Court at any time. As the rule provides, "leave shall be freely given when justice so requires." *See Oak Bluff Condominium Owner's Ass'n, Inc. v. Oak Bluff Partners, Inc.*, 263 S.W.3d 714, 718-19 (Mo. App. S.D. 2008) (permitting party to file amended pleading on the day of trial).
4. In granting leave to amend a pleading, the trial court has discretion to consider the hardships to the moving party if the request is denied, the reasons for failure to include the matter in a designated pleading, and the prejudice caused to the opposing party when the request is granted. *See Ferrellgas, Inc. v. Edward A. Smith, P.C.*, 190 S.W.3d 615, 619 (Mo. App. W.D. 2006) (finding no

surprise and, thus, no prejudice or harm to plaintiff in granting leave to defendant to amend answer on the day of trial to state with more particularity the affirmative defense of statute of limitations).

5. Plaintiff will suffer hardship if this Court does not allow it to amend their pleading as such denial could deprive Plaintiff of a viable cause of action.

6. Plaintiff seeks to add claims and allegations based on arguments and defenses raised by Defendant as to the viability of Plaintiff's existing claims.

7. "Prejudice is not measured by whether one party on the other stand would suffer financial loss as a result of the court ruling, but is measured by whether a party is deprived of a legitimate claim or defense because the motion for leave to amend caught that party by surprise after it had developed its strategy." Id. In this case, Defendant will not be surprised by amendment as the claims to be amended and/or added are obvious to Defendant, evidenced by its affirmative defenses raised in this case, and the conduct they personally committed.

8. The foregoing factors weigh strongly in favor of permitting Plaintiff to amend its pleading. Justice requires that the Plaintiff's Motion be granted.

9. Plaintiff's Proposed Amended Petition is attached hereto as **Exhibit 1**.

10. A proposed order granting this Motion is attached hereto as **Exhibit 2**.

11. Counsel for Plaintiff has spoken with counsel for Defendant, and counsel for Defendant has advised that Defendant has no objection to Plaintiff obtaining leave to file its First Amended Petition.

WHEREFORE, based on the foregoing, Plaintiff respectfully requests that its Unopposed Motion for Leave to file its First Amended Petition be Granted as set forth in the proposed order (**Exhibit 2**) and that Plaintiff's Amended Petition (**Exhibit 1**) be deemed filed upon entry of said Order, and for such further relief as this Court deems just and proper.

Respectfully Submitted,

McCARTHY, LEONARD & KAEMMERER, L.C.

BY: /s/ Alexander J. Lindley

Brian E. McGovern, #34677

Alexander J. Lindley, #71053

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Town & Country, MO 63017

Phone: 314-392-5200

Fax: 314-392-5221

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via the court's eFiling system on all attorney(s) of record on this 12th day of June, 2025.

/s/ Alexander J. Lindley

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff,

v.

WENTZVILLE R-IV SCHOOL DISTRICT,

Defendant.

Cause No.2411-CC01335

AMENDED PETITION

COMES NOW Plaintiff SJB Industrial Supply, LLC (“SJB Industrial”), by and through its undersigned counsel, and for its Petition against Defendant Wentzville R-IV School District (“Wentzville School District”) in the above-captioned cause of action, states to the Court as follows:

JURISDICTION AND VENUE

1. Plaintiff SJB Industrial is a limited liability company in good standing with the Missouri Secretary of State with its principal place of business in St. Charles County, Missouri.
2. Defendant Wentzville School District is a political subdivision of the State of Missouri that maintains its principal place of business in St. Charles County, Missouri which consists of approximately twenty two (22) schools, and various administrative buildings.
3. Plaintiff SJB Industrial was first injured by the actions of Defendant Wentzville School District alleged herein in St. Charles County, Missouri, and the parties also entered into contracts in St. Charles County, Missouri.

4. Jurisdiction and venue are proper in this Court pursuant to R.S.Mo. § 508.010.4.

BACKGROUND

5. On or about May 29, 2019, Defendant Wentzville School District released a Request for Bid (“RFB”) for a three-year contract for custodial supplies, with the option to extend for an

additional two years (the “Custodial Supplies Bid”). A true and accurate copy of the Custodial Supplies Bid is attached hereto as **Exhibit 1** and incorporated herein by reference.

6. In response to Defendant Wentzville School District’s May 29, 2019 RFB, Plaintiff SJB Industrial submitted its bid proposal for the Custodial Supplies Bid pursuant to the RFB. *See* Custodial Supplies Bid submission confirmation email, attached hereto as **Exhibit 2** and incorporated herein by reference.

7. On or about June 11, 2019, Hasan Nasufovic, then Director of Custodial Services for Defendant Wentzville School District, sent a correspondence to the Wentzville School District Board of Education (the “Board”) recommending that Plaintiff SJB Industrial be awarded the Custodial Supplies Bid. A true and accurate copy of the aforementioned correspondence is attached hereto as **Exhibit 3** and incorporated herein by reference.

8. On or about June 20, 2019, the Board memorialized its approval of Mr. Nasufovic’s recommendation that Plaintiff SJB Industrial be awarded the Custodial Supplies Bid contract through a consent agenda in the Board minutes. *See* June 20, 2019 Board minutes, pg. 8, a true and accurate copy of which are attached hereto as **Exhibit 4** and incorporated herein by reference.

9. On or about March 10, 2021, Defendant Wentzville School District released a RFB for a three-year contract for cleaning chemicals, with the option to extend for an additional two years (the “Cleaning Chemicals Bid”). A true and accurate copy of the Cleaning Chemicals Bid is attached hereto as **Exhibit 5** and incorporated herein by reference.

10. In response to Defendant Wentzville School District’s March 10, 2021 RFB, Plaintiff SJB Industrial submitted its bid proposal for the Cleaning Chemicals Bid pursuant to the RFB. *See* Cleaning Chemicals Bid submission confirmation email, attached hereto as **Exhibit 6** and incorporated herein by reference.

11. On or about May 13, 2021, Diana Moore, then Director of Custodial Services for Defendant Wentzville School District, sent a correspondence to the Board recommending that Plaintiff SJB Industrial be awarded the Cleaning Chemicals Bid. A true and accurate copy of the aforementioned correspondence is attached hereto as **Exhibit 7** and incorporated herein by reference.

12. On or about May 20, 2021, the Board memorialized its approval of Ms. Moore's recommendation that Plaintiff SJB Industrial be awarded the Cleaning Chemicals Bid contract through a consent agenda in the Board minutes. *See* May 20, 2021 Board minutes, pg. 8, a true and accurate copy of which are attached hereto as **Exhibit 8** and incorporated herein by reference.

13. On or about April 6, 2022, Defendant Wentzville School District released a RFB for the 2022-2023 school year for ware wash, chemical, and 3-compartment sink chemicals (the "Ware Wash Bid"). A true and accurate copy of the Ware Wash Bid is attached hereto as **Exhibit 9** and incorporated herein by reference.

14. In response to Defendant Wentzville School District's April 6, 2022 RFB, Plaintiff SJB Industrial submitted its bid proposal for the Ware Wash Bid pursuant to the RFB. *See* Ware Wash Bid submission confirmation email, attached hereto as **Exhibit 10** and incorporated herein by reference.

15. On or about June 1, 2022, Gwen Doyle, then Director of Child Nutrition Services for Defendant Wentzville School District, sent a correspondence to the Board recommending that Plaintiff SJB Industrial be awarded the Ware Wash Bid. A true and accurate copy of the aforementioned correspondence is attached hereto as **Exhibit 11** and incorporated herein by reference.

16. On or about June 16, 2022, the Board memorialized its approval of Ms. Doyle's recommendation that Plaintiff SJB Industrial be awarded the Ware Wash Bid contract through a

consent agenda in the Board minutes. *See* June 16, 2022 Board Minutes, pg. 6, a true and accurate copy of which are attached hereto as **Exhibit 12** and incorporated herein by reference.

17. On July 17, 2024, Brian Bishop emailed SJB an “outline” of “the necessary steps to finalize the business relationship between” Wentzville and SJB. Mr. Bishop requested that SJB provide a list of all dispensers currently in Defendant’s buildings and advised that “[u]pon receipt of this list, [Defendant’s] maintenance team will begin uninstalling these dispensers.” Mr. Bishop explained, “[o]nce the dispersers are ready, I will notify you to arrange one or more dates and times for their retrieval.” A true and accurate copy of the aforementioned correspondence is attached hereto as **Exhibit 15** and incorporated herein by reference.

18. Mr. Bishop concluded the email stating that Defendant expects that Plaintiff will facilitate Defendant’s retrieval of its remaining inventory in Plaintiff’s possession once Plaintiff has received the payment and retrieved Plaintiff’s dispensers.

19. On July 26, 2024, SJB emailed Mr. Bishop providing the requested list of all dispensers currently in Defendant’s buildings. SJB explained that, with Defendant’s school year fast approaching, SJB planned to retrieve its dispensers from Defendant by the second week of August. A true and accurate copy of the aforementioned correspondence is attached hereto as **Exhibit 16** and incorporated herein by reference.

20. After its July 26, 2024 email was ignored, SJB followed up with Defendant regarding collection of the dispensers on July 30, 2024 and, after receiving no response, again on August 6, 2024. A true and accurate copy of the aforementioned correspondence is attached hereto as **Exhibit 17** and incorporated herein by reference.

21. On August 8, 2024, Defendant responded, abandoning its agreement to facilitate collection of Plaintiff's dispensers, and directing SJB to communicate with Defendant through its attorneys moving forward. *Id.*

COUNT I
BREACH OF CONTRACT (CUSTODIAL SUPPLIES BID)

22. Plaintiff SJB Industrial incorporates all of the preceding paragraphs of its Petition by reference as if set forth fully herein.

23. On or about June 11, 2019, Defendant Wentzville School District announced (via its Director of Custodial Services – Mr. Hasan Nasufovic) that Plaintiff SJB Industrial was being awarded its Custodial Supplies Bid contract for a three (3) year duration with an option to extend for an additional two (2) years. *See Exhibits 3 and 4.*

24. The Custodial Supplies Bid contract covered items such as trash liners, toilet paper, hand soap, roll towels, etc. for use through Defendant Wentzville School District's facilities.

25. Plaintiff SJB Industrial was the lowest bidder at an annual cost of \$276,602.94 amongst a total of nine (9) companies that submitted qualified bids for the Custodial Supplies Bid contract.

26. Upon expiration of the three-year original term of the Custodial Supplies Bid contract around June 2022, Defendant Wentzville School District continued to order supplies covered by this contract and therefore extended the contract for an additional two years through at least June 2024.

27. On October 6, 2023, Mr. Joshua M. Schaffer (then Executive Director of Facilities for Defendant Wentzville School District) sent Plaintiff SJB Industrial the correspondence attached hereto as **Exhibit 13** which notified it that Defendant Wentzville School District would “no longer

conduct any form of business with SJB, including but not limited to purchasing supplies, equipment, and repair services.” See **Exhibit 13**.

28. Given that the Custodial Supplies Bid contract ran until at least June 2024, Defendant Wentzville School District breached the Custodial Supplies Bid contract with Plaintiff SJB Industrial without cause or any notice that the goods and services provided in connection therewith were deficient or non-conforming in any manner.

29. Rather, it appears that Mr. Schaffer acted irrationally and solely out of personal animus toward the owner of Plaintiff SJB Industrial (i.e. Mr. Scott Boettler) when making the decision to terminate the Custodial Supplies Bid contract.

30. Plaintiff SJB Industrial has suffered damages as a direct and proximate result of Defendant Wentzville School District’s unauthorized breach of its Custodial Supplies Bid contract in the form of the lost profits that it would have earned by virtue of the sale of additional supplies under this contract until its expiration in June 2024.

WHEREFORE, Plaintiff SJB Industrial Supply, LLC respectfully prays this Court enter a Judgment in its favor and against Defendant Wentzville R-IV School District, and award it damages in an amount to be proven to be fair and reasonable in excess of \$25,000.00, for pre-judgment and post-judgment interest at the statutory rate, for its costs and attorney’s fees incurred herein, and for such other and further relief as this Court deems just and proper.

COUNT II

BREACH OF CONTRACT (CLEANING CHEMICALS BID)

31. Plaintiff SJB Industrial incorporates all of the preceding paragraphs of its Petition by reference as if set forth fully herein.

32. On or about May 13, 2021, Defendant Wentzville School District announced (via its Director of Custodial Services – Ms. Diana Moore) that Plaintiff SJB Industrial was being

awarded its Cleaning Chemicals Bid contract for a three (3) year duration with an option to extend for an additional two (2) years. *See Exhibits 7 and 8.*

33. The Cleaning Chemicals Bid contract covered items such as glass cleaner, general purpose cleaner, and pH neutral floor cleaner for use through Defendant Wentzville School District's facilities.

34. Plaintiff SJB Industrial was the lowest bidder at a total of \$38,836.20 amongst a total of nine (9) companies that submitted qualified bids for the Cleaning Chemicals Bid contract.

35. On October 6, 2023, Mr. Joshua M. Schaffer (the Executive Director of Defendant Wentzville School District) sent Plaintiff SJB Industrial the correspondence attached hereto as **Exhibit 13** which notified it that Defendant Wentzville School District would "no longer conduct any form of business with SJB, including but not limited to purchasing supplies, equipment, and repair services." *See Exhibit 13.*

36. Given that the Cleaning Chemicals Bid contract ran until June 1, 2024, Defendant Wentzville School District breached the Cleaning Chemicals Bid contract with Plaintiff SJB Industrial without cause or any notice that the goods and services provided in connection therewith were deficient or non-conforming in any manner.

37. Rather, it appears that Mr. Schaffer acted irrationally and solely out of personal animus toward the owner of Plaintiff SJB Industrial (i.e. Mr. Scott Boettler) when making the decision to terminate the Cleaning Chemicals Bid contract.

38. Plaintiff SJB Industrial has suffered damages as a direct and proximate result of Defendant Wentzville School District's unauthorized breach of its Cleaning Chemicals Bid contract in the form of the lost profits that it would have earned by virtue of the sale of additional supplies under this contract until its expiration on June 1, 2024.

WHEREFORE, Plaintiff SJB Industrial Supply, LLC respectfully prays this Court enter a Judgment in its favor and against Defendant Wentzville R-IV School District, and award it damages in an amount to be proven to be fair and reasonable in excess of \$25,000.00, for pre-judgment and post-judgment interest at the statutory rate, for its costs and attorney's fees incurred herein, and for such other and further relief as this Court deems just and proper.

COUNT III
BREACH OF CONTRACT (ALL BIDS)

39. Plaintiff SJB Industrial incorporates all of the preceding paragraphs of its Petition by reference as if set forth fully herein.

40. Between approximately May 1, 2023 and October 10, 2023, Defendant Wentzville School District requested and Plaintiff SJB Industrial provided certain custodial and other supplies pursuant to the Custodial Supplies Bid, Cleaning Chemicals Bid, and Ware Wash Bid that it had previously bid and was awarded to become a supplier to the school district.

41. Between these same dates, Plaintiff SJB Industrial also rented certain pieces of industrial equipment to Defendant Wentzville School District at its request and direction.

42. After providing the equipment and supplies referenced above, Plaintiff SJB Industrial sent invoices 4840, 4839, 4549, 4693, 4767, 4795, 4796, 4794, 4801, and 4807 to Defendant Wentzville School District which detailed the precise goods and equipment rentals had been provided to it, true and accurate copies of which are attached hereto as **Exhibit 14** and incorporated by reference.

43. These invoices totaled \$41,818.79 and Plaintiff SJB Industrial has demanded payment for this amount, but Defendant Wentzville School District has failed and refused to pay this amount.

44. Accordingly, Defendant Wentzville School District has breached its contracts with Plaintiff SJB Industrial, and this breach is the direct and proximate result of Plaintiff SJB Industrial's damages.

WHEREFORE, Plaintiff SJB Industrial Supply, LLC respectfully prays this Court enter a Judgment in its favor and against Defendant Wentzville R-IV School District, and award it damages in an amount to be proven to be fair and reasonable in excess of \$25,000.00, for pre-judgment and post-judgment interest at the statutory rate, for its costs and attorney's fees incurred herein, and for such other and further relief as this Court deems just and proper.

COUNT IV
BREACH OF CONTRACT (ALL BIDS)

45. Plaintiff SJB Industrial incorporates all of the preceding paragraphs of its Petition by reference as if set forth fully herein.

46. In connection with the Custodial Supplies Bid contract, Cleaning Chemicals Bid contract, and Ware Wash Bid contract between Plaintiff SJB Industrial and Defendant Wentzville School District referenced infra, Plaintiff SJB Industrial purchased ancillary items such as dispensing units for these supplies in furtherance of Plaintiff SJB Industrial's performance of the aforementioned contracts.

47. Specifically, Plaintiff SJB Industrial purchased and installed the following dispensing units at schools and other buildings owned and operated by Defendant Wentzville School District for the Custodial Supplies Bid contract:

<u>Item</u>	<u>Number</u>
a. Roll Towel dispensers	3,380
b. Toilet paper dispensers	2,236
c. Hand soap dispensers	4,264

d. Sanitizer dispensers 5,000

48. Further, Plaintiff SJB Industrial purchased and installed the following dispensing units at schools and other buildings owned and operated by Defendant Wentzville School District for the Ware Wash Bid contract:

a. Zep chemical dispensers: 157

b. Warewash pumps: 21

c. 3-sink dispensers: 21

49. Additionally, Plaintiff SJB Industrial provided Defendant Wentzville School District with 14 propane tanks that cost it a total of \$2,099.72.

50. After providing the equipment and services referenced above, Defendant Wentzville School District failed and refused to either provide payment to Plaintiff SJB Industrial or to return the aforementioned equipment to Plaintiff SJB Industrial.

51. Accordingly, Defendant Wentzville School District has breached its contracts with Plaintiff SJB Industrial, and these breaches are the direct and proximate result of Plaintiff SJB Industrial's damages.

WHEREFORE, Plaintiff SJB Industrial Supply, LLC respectfully prays this Court enter a Judgment in its favor and against Defendant Wentzville R-IV School District, and award it damages in an amount to be proven to be fair and reasonable in excess of \$25,000.00, for pre-judgment and post-judgment interest at the statutory rate, for its costs and attorney's fees incurred herein, and for such other and further relief as this Court deems just and proper.

COUNT V

TAKING WITHOUT JUST COMPENSATION

(VIOLATION OF U.S. CONST. AMEND. V, XIV AND MO CONST. ART. I, §§ 26, 28)

52. Plaintiff SJB Industrial incorporates all of the preceding paragraphs of its Petition by reference as if set forth fully herein.

53. Plaintiff's property interest in the SJB property described in Paragraphs 47-49 is protectable under the Fifth and Fourteenth Amendments to the United States Constitution and under Article I, §§ 26 and 28 of the Missouri Constitution.

54. Defendant's refusal and failure to return this property, constitutes an impermissible taking of Plaintiff's property.

55. Defendant has failed to show that the taking of Plaintiff's property is for any legitimate public use or purpose.

56. Defendant has never made any good faith efforts to compensate Plaintiff for taking such property interests and, accordingly, Defendant's taking and continued retention constitutes a violation of both the Fifth and Fourteenth Amendments of the United States Constitution and of Article I, Sections 26 and 28 of the Missouri Constitution.

Plaintiff SJB Industrial Supply, LLC respectfully prays this Court enter a Judgment in its favor and against Defendant Wentzville R-IV School District, and award it damages in an amount to be proven to be fair and reasonable in excess of \$25,000.00, for pre-judgment and post-judgment interest at the statutory rate, for its costs and attorney's fees incurred herein, and for such other and further relief as this Court deems just and proper.

Respectfully submitted,

McCARTHY, LEONARD & KAEMMERER, L.C.

By: /s/ Brian E. McGovern

Brian E. McGovern, #34677

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Alexander J. Lindley, #71053

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Attorneys for Plaintiff

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff,

v.

WENTZVILLE R-IV SCHOOL DISTRICT,

Defendant.

Cause No. 2411-CC01335

ORDER

Upon consideration of Plaintiff SJB Industrial Supply, LLC's Unopposed Motion for Leave to file its First Amended Petition and being fully advised on the premise, the Court hereby **GRANTS** the Motion.

Accordingly, **IT IS HEREBY ORDERED** that Plaintiff's Amended Petition, which was proposed as **Exhibit 1** to the Motion, shall be deemed filed and operative upon entry of this Order. Defendant shall answer or otherwise respond to Plaintiff's First Amended Petition within ten (10) days of this Order.

SO ORDERED, this ___ day of June, 2025.

Hon. Dwayne A. Johnson
Circuit Court Judge
Division 7

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff,

v.

WENTZVILLE R-IV SCHOOL DISTRICT,

Defendant.

Cause No. 2411-CC01335

FILED

06/24/2025

Cheryl Crowder
CLERK, CIRCUIT COURT
ST CHARLES COUNTY

ORDER

Upon consideration of Plaintiff SJB Industrial Supply, LLC's Unopposed Motion for Leave to file its First Amended Petition and being fully advised on the premise, the Court hereby **GRANTS** the Motion.

Accordingly, **IT IS HEREBY ORDERED** that Plaintiff's Amended Petition, which was proposed as **Exhibit 1** to the Motion, shall be deemed filed and operative upon entry of this Order. Defendant shall answer or otherwise respond to Plaintiff's First Amended Petition within ten (10) days of this Order.

SO ORDERED, this 24 day of June, 2025.



Hon. Dwayne A. Johnson
Circuit Court Judge
Division 7

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

SJB INDUSTRIAL SUPPLY, LLC,

Plaintiff,

v.

WENTZVILLE R-IV SCHOOL DISTRICT,

Defendant.

Cause No.2411-CC01335

AMENDED PETITION

COMES NOW Plaintiff SJB Industrial Supply, LLC (“SJB Industrial”), by and through its undersigned counsel, and for its Petition against Defendant Wentzville R-IV School District (“Wentzville School District”) in the above-captioned cause of action, states to the Court as follows:

JURISDICTION AND VENUE

1. Plaintiff SJB Industrial is a limited liability company in good standing with the Missouri Secretary of State with its principal place of business in St. Charles County, Missouri.
2. Defendant Wentzville School District is a political subdivision of the State of Missouri that maintains its principal place of business in St. Charles County, Missouri which consists of approximately twenty two (22) schools, and various administrative buildings.
3. Plaintiff SJB Industrial was first injured by the actions of Defendant Wentzville School District alleged herein in St. Charles County, Missouri, and the parties also entered into contracts in St. Charles County, Missouri.

4. Jurisdiction and venue are proper in this Court pursuant to R.S.Mo. § 508.010.4.

BACKGROUND

5. On or about May 29, 2019, Defendant Wentzville School District released a Request for Bid (“RFB”) for a three-year contract for custodial supplies, with the option to extend for an

additional two years (the “Custodial Supplies Bid”). A true and accurate copy of the Custodial Supplies Bid is attached hereto as **Exhibit 1** and incorporated herein by reference.

6. In response to Defendant Wentzville School District’s May 29, 2019 RFB, Plaintiff SJB Industrial submitted its bid proposal for the Custodial Supplies Bid pursuant to the RFB. *See* Custodial Supplies Bid submission confirmation email, attached hereto as **Exhibit 2** and incorporated herein by reference.

7. On or about June 11, 2019, Hasan Nasufovic, then Director of Custodial Services for Defendant Wentzville School District, sent a correspondence to the Wentzville School District Board of Education (the “Board”) recommending that Plaintiff SJB Industrial be awarded the Custodial Supplies Bid. A true and accurate copy of the aforementioned correspondence is attached hereto as **Exhibit 3** and incorporated herein by reference.

8. On or about June 20, 2019, the Board memorialized its approval of Mr. Nasufovic’s recommendation that Plaintiff SJB Industrial be awarded the Custodial Supplies Bid contract through a consent agenda in the Board minutes. *See* June 20, 2019 Board minutes, pg. 8, a true and accurate copy of which are attached hereto as **Exhibit 4** and incorporated herein by reference.

9. On or about March 10, 2021, Defendant Wentzville School District released a RFB for a three-year contract for cleaning chemicals, with the option to extend for an additional two years (the “Cleaning Chemicals Bid”). A true and accurate copy of the Cleaning Chemicals Bid is attached hereto as **Exhibit 5** and incorporated herein by reference.

10. In response to Defendant Wentzville School District’s March 10, 2021 RFB, Plaintiff SJB Industrial submitted its bid proposal for the Cleaning Chemicals Bid pursuant to the RFB. *See* Cleaning Chemicals Bid submission confirmation email, attached hereto as **Exhibit 6** and incorporated herein by reference.

11. On or about May 13, 2021, Diana Moore, then Director of Custodial Services for Defendant Wentzville School District, sent a correspondence to the Board recommending that Plaintiff SJB Industrial be awarded the Cleaning Chemicals Bid. A true and accurate copy of the aforementioned correspondence is attached hereto as **Exhibit 7** and incorporated herein by reference.

12. On or about May 20, 2021, the Board memorialized its approval of Ms. Moore's recommendation that Plaintiff SJB Industrial be awarded the Cleaning Chemicals Bid contract through a consent agenda in the Board minutes. *See* May 20, 2021 Board minutes, pg. 8, a true and accurate copy of which are attached hereto as **Exhibit 8** and incorporated herein by reference.

13. On or about April 6, 2022, Defendant Wentzville School District released a RFB for the 2022-2023 school year for ware wash, chemical, and 3-compartment sink chemicals (the "Ware Wash Bid"). A true and accurate copy of the Ware Wash Bid is attached hereto as **Exhibit 9** and incorporated herein by reference.

14. In response to Defendant Wentzville School District's April 6, 2022 RFB, Plaintiff SJB Industrial submitted its bid proposal for the Ware Wash Bid pursuant to the RFB. *See* Ware Wash Bid submission confirmation email, attached hereto as **Exhibit 10** and incorporated herein by reference.

15. On or about June 1, 2022, Gwen Doyle, then Director of Child Nutrition Services for Defendant Wentzville School District, sent a correspondence to the Board recommending that Plaintiff SJB Industrial be awarded the Ware Wash Bid. A true and accurate copy of the aforementioned correspondence is attached hereto as **Exhibit 11** and incorporated herein by reference.

16. On or about June 16, 2022, the Board memorialized its approval of Ms. Doyle's recommendation that Plaintiff SJB Industrial be awarded the Ware Wash Bid contract through a

consent agenda in the Board minutes. *See* June 16, 2022 Board Minutes, pg. 6, a true and accurate copy of which are attached hereto as **Exhibit 12** and incorporated herein by reference.

17. On July 17, 2024, Brian Bishop emailed SJB an “outline” of “the necessary steps to finalize the business relationship between” Wentzville and SJB. Mr. Bishop requested that SJB provide a list of all dispensers currently in Defendant’s buildings and advised that “[u]pon receipt of this list, [Defendant’s] maintenance team will begin uninstalling these dispensers.” Mr. Bishop explained, “[o]nce the dispersers are ready, I will notify you to arrange one or more dates and times for their retrieval.” A true and accurate copy of the aforementioned correspondence is attached hereto as **Exhibit 15** and incorporated herein by reference.

18. Mr. Bishop concluded the email stating that Defendant expects that Plaintiff will facilitate Defendant’s retrieval of its remaining inventory in Plaintiff’s possession once Plaintiff has received the payment and retrieved Plaintiff’s dispensers.

19. On July 26, 2024, SJB emailed Mr. Bishop providing the requested list of all dispensers currently in Defendant’s buildings. SJB explained that, with Defendant’s school year fast approaching, SJB planned to retrieve its dispensers from Defendant by the second week of August. A true and accurate copy of the aforementioned correspondence is attached hereto as **Exhibit 16** and incorporated herein by reference.

20. After its July 26, 2024 email was ignored, SJB followed up with Defendant regarding collection of the dispensers on July 30, 2024 and, after receiving no response, again on August 6, 2024. A true and accurate copy of the aforementioned correspondence is attached hereto as **Exhibit 17** and incorporated herein by reference.

21. On August 8, 2024, Defendant responded, abandoning its agreement to facilitate collection of Plaintiff's dispensers, and directing SJB to communicate with Defendant through its attorneys moving forward. *Id.*

**COUNT I
BREACH OF CONTRACT (CUSTODIAL SUPPLIES BID)**

22. Plaintiff SJB Industrial incorporates all of the preceding paragraphs of its Petition by reference as if set forth fully herein.

23. On or about June 11, 2019, Defendant Wentzville School District announced (via its Director of Custodial Services – Mr. Hasan Nasufovic) that Plaintiff SJB Industrial was being awarded its Custodial Supplies Bid contract for a three (3) year duration with an option to extend for an additional two (2) years. *See Exhibits 3 and 4.*

24. The Custodial Supplies Bid contract covered items such as trash liners, toilet paper, hand soap, roll towels, etc. for use through Defendant Wentzville School District's facilities.

25. Plaintiff SJB Industrial was the lowest bidder at an annual cost of \$276,602.94 amongst a total of nine (9) companies that submitted qualified bids for the Custodial Supplies Bid contract.

26. Upon expiration of the three-year original term of the Custodial Supplies Bid contract around June 2022, Defendant Wentzville School District continued to order supplies covered by this contract and therefore extended the contract for an additional two years through at least June 2024.

27. On October 6, 2023, Mr. Joshua M. Schaffer (then Executive Director of Facilities for Defendant Wentzville School District) sent Plaintiff SJB Industrial the correspondence attached hereto as **Exhibit 13** which notified it that Defendant Wentzville School District would “no longer

conduct any form of business with SJB, including but not limited to purchasing supplies, equipment, and repair services.” See **Exhibit 13**.

28. Given that the Custodial Supplies Bid contract ran until at least June 2024, Defendant Wentzville School District breached the Custodial Supplies Bid contract with Plaintiff SJB Industrial without cause or any notice that the goods and services provided in connection therewith were deficient or non-conforming in any manner.

29. Rather, it appears that Mr. Schaffer acted irrationally and solely out of personal animus toward the owner of Plaintiff SJB Industrial (i.e. Mr. Scott Boettler) when making the decision to terminate the Custodial Supplies Bid contract.

30. Plaintiff SJB Industrial has suffered damages as a direct and proximate result of Defendant Wentzville School District’s unauthorized breach of its Custodial Supplies Bid contract in the form of the lost profits that it would have earned by virtue of the sale of additional supplies under this contract until its expiration in June 2024.

WHEREFORE, Plaintiff SJB Industrial Supply, LLC respectfully prays this Court enter a Judgment in its favor and against Defendant Wentzville R-IV School District, and award it damages in an amount to be proven to be fair and reasonable in excess of \$25,000.00, for pre-judgment and post-judgment interest at the statutory rate, for its costs and attorney’s fees incurred herein, and for such other and further relief as this Court deems just and proper.

COUNT II

BREACH OF CONTRACT (CLEANING CHEMICALS BID)

31. Plaintiff SJB Industrial incorporates all of the preceding paragraphs of its Petition by reference as if set forth fully herein.

32. On or about May 13, 2021, Defendant Wentzville School District announced (via its Director of Custodial Services – Ms. Diana Moore) that Plaintiff SJB Industrial was being

awarded its Cleaning Chemicals Bid contract for a three (3) year duration with an option to extend for an additional two (2) years. *See Exhibits 7 and 8.*

33. The Cleaning Chemicals Bid contract covered items such as glass cleaner, general purpose cleaner, and pH neutral floor cleaner for use through Defendant Wentzville School District's facilities.

34. Plaintiff SJB Industrial was the lowest bidder at a total of \$38,836.20 amongst a total of nine (9) companies that submitted qualified bids for the Cleaning Chemicals Bid contract.

35. On October 6, 2023, Mr. Joshua M. Schaffer (the Executive Director of Defendant Wentzville School District) sent Plaintiff SJB Industrial the correspondence attached hereto as **Exhibit 13** which notified it that Defendant Wentzville School District would "no longer conduct any form of business with SJB, including but not limited to purchasing supplies, equipment, and repair services." *See Exhibit 13.*

36. Given that the Cleaning Chemicals Bid contract ran until June 1, 2024, Defendant Wentzville School District breached the Cleaning Chemicals Bid contract with Plaintiff SJB Industrial without cause or any notice that the goods and services provided in connection therewith were deficient or non-conforming in any manner.

37. Rather, it appears that Mr. Schaffer acted irrationally and solely out of personal animus toward the owner of Plaintiff SJB Industrial (i.e. Mr. Scott Boettler) when making the decision to terminate the Cleaning Chemicals Bid contract.

38. Plaintiff SJB Industrial has suffered damages as a direct and proximate result of Defendant Wentzville School District's unauthorized breach of its Cleaning Chemicals Bid contract in the form of the lost profits that it would have earned by virtue of the sale of additional supplies under this contract until its expiration on June 1, 2024.

WHEREFORE, Plaintiff SJB Industrial Supply, LLC respectfully prays this Court enter a Judgment in its favor and against Defendant Wentzville R-IV School District, and award it damages in an amount to be proven to be fair and reasonable in excess of \$25,000.00, for pre-judgment and post-judgment interest at the statutory rate, for its costs and attorney's fees incurred herein, and for such other and further relief as this Court deems just and proper.

COUNT III
BREACH OF CONTRACT (ALL BIDS)

39. Plaintiff SJB Industrial incorporates all of the preceding paragraphs of its Petition by reference as if set forth fully herein.

40. Between approximately May 1, 2023 and October 10, 2023, Defendant Wentzville School District requested and Plaintiff SJB Industrial provided certain custodial and other supplies pursuant to the Custodial Supplies Bid, Cleaning Chemicals Bid, and Ware Wash Bid that it had previously bid and was awarded to become a supplier to the school district.

41. Between these same dates, Plaintiff SJB Industrial also rented certain pieces of industrial equipment to Defendant Wentzville School District at its request and direction.

42. After providing the equipment and supplies referenced above, Plaintiff SJB Industrial sent invoices 4840, 4839, 4549, 4693, 4767, 4795, 4796, 4794, 4801, and 4807 to Defendant Wentzville School District which detailed the precise goods and equipment rentals had been provided to it, true and accurate copies of which are attached hereto as **Exhibit 14** and incorporated by reference.

43. These invoices totaled \$41,818.79 and Plaintiff SJB Industrial has demanded payment for this amount, but Defendant Wentzville School District has failed and refused to pay this amount.

44. Accordingly, Defendant Wentzville School District has breached its contracts with Plaintiff SJB Industrial, and this breach is the direct and proximate result of Plaintiff SJB Industrial's damages.

WHEREFORE, Plaintiff SJB Industrial Supply, LLC respectfully prays this Court enter a Judgment in its favor and against Defendant Wentzville R-IV School District, and award it damages in an amount to be proven to be fair and reasonable in excess of \$25,000.00, for pre-judgment and post-judgment interest at the statutory rate, for its costs and attorney's fees incurred herein, and for such other and further relief as this Court deems just and proper.

COUNT IV
BREACH OF CONTRACT (ALL BIDS)

45. Plaintiff SJB Industrial incorporates all of the preceding paragraphs of its Petition by reference as if set forth fully herein.

46. In connection with the Custodial Supplies Bid contract, Cleaning Chemicals Bid contract, and Ware Wash Bid contract between Plaintiff SJB Industrial and Defendant Wentzville School District referenced infra, Plaintiff SJB Industrial purchased ancillary items such as dispensing units for these supplies in furtherance of Plaintiff SJB Industrial's performance of the aforementioned contracts.

47. Specifically, Plaintiff SJB Industrial purchased and installed the following dispensing units at schools and other buildings owned and operated by Defendant Wentzville School District for the Custodial Supplies Bid contract:

<u>Item</u>	<u>Number</u>
a. Roll Towel dispensers	3,380
b. Toilet paper dispensers	2,236
c. Hand soap dispensers	4,264

d. Sanitizer dispensers 5,000

48. Further, Plaintiff SJB Industrial purchased and installed the following dispensing units at schools and other buildings owned and operated by Defendant Wentzville School District for the Ware Wash Bid contract:

a. Zep chemical dispensers: 157

b. Warewash pumps: 21

c. 3-sink dispensers: 21

49. Additionally, Plaintiff SJB Industrial provided Defendant Wentzville School District with 14 propane tanks that cost it a total of \$2,099.72.

50. After providing the equipment and services referenced above, Defendant Wentzville School District failed and refused to either provide payment to Plaintiff SJB Industrial or to return the aforementioned equipment to Plaintiff SJB Industrial.

51. Accordingly, Defendant Wentzville School District has breached its contracts with Plaintiff SJB Industrial, and these breaches are the direct and proximate result of Plaintiff SJB Industrial's damages.

WHEREFORE, Plaintiff SJB Industrial Supply, LLC respectfully prays this Court enter a Judgment in its favor and against Defendant Wentzville R-IV School District, and award it damages in an amount to be proven to be fair and reasonable in excess of \$25,000.00, for pre-judgment and post-judgment interest at the statutory rate, for its costs and attorney's fees incurred herein, and for such other and further relief as this Court deems just and proper.

COUNT V

TAKING WITHOUT JUST COMPENSATION

(VIOLATION OF U.S. CONST. AMEND. V, XIV AND MO CONST. ART. I, §§ 26, 28)

52. Plaintiff SJB Industrial incorporates all of the preceding paragraphs of its Petition by reference as if set forth fully herein.

53. Plaintiff's property interest in the SJB property described in Paragraphs 47-49 is protectable under the Fifth and Fourteenth Amendments to the United States Constitution and under Article I, §§ 26 and 28 of the Missouri Constitution.

54. Defendant's refusal and failure to return this property, constitutes an impermissible taking of Plaintiff's property.

55. Defendant has failed to show that the taking of Plaintiff's property is for any legitimate public use or purpose.

56. Defendant has never made any good faith efforts to compensate Plaintiff for taking such property interests and, accordingly, Defendant's taking and continued retention constitutes a violation of both the Fifth and Fourteenth Amendments of the United States Constitution and of Article I, Sections 26 and 28 of the Missouri Constitution.

Plaintiff SJB Industrial Supply, LLC respectfully prays this Court enter a Judgment in its favor and against Defendant Wentzville R-IV School District, and award it damages in an amount to be proven to be fair and reasonable in excess of \$25,000.00, for pre-judgment and post-judgment interest at the statutory rate, for its costs and attorney's fees incurred herein, and for such other and further relief as this Court deems just and proper.

Respectfully submitted,

McCARTHY, LEONARD & KAEMMERER, L.C.

By: /s/ Brian E. McGovern

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